

- 4.13 Copy of consent letter of Debenture Trustee to act as the debenture trustee to the issue to be disclosed.

The consent letter from Debenture Trustee is provided in Annexure II of this Information Memorandum.

- 4.14 Names of all the recognised stock exchanges where the debt securities are proposed to be listed clearly indicating the designated stock exchange.

The Debentures are proposed to be listed on BSE.

- 4.15 Other details

4.15.1 Debenture Redemption Reserve Creation-relevant regulations and applicability:

The Issuer hereby agrees that it would create and maintain a Debenture Redemption Reserve in accordance with Rule 18(7) of the Companies (Share Capital and Debenture) Rules, 2014, as amended from time to time and other Applicable Law, and if during the currency of these presents, any guidelines are formulated (or modified or revised) by any Governmental authority under Applicable Law in respect of creation of the Debenture Redemption Reserve, the Issuer shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Debenture Trustee and shall also cause the same to be registered, where necessary. The Issuer shall submit to the Debenture Trustee (with copies thereof to the Debenture Holders), within 180 (One Hundred and Eighty) days from the end of the Financial Year, a certificate duly certified by the statutory auditor of the Company certifying that the provisions of the Act in relation to the maintenance of Debenture Redemption Reserve have been complied with, if Debenture Redemption Reserve is required to be maintained in accordance with Applicable Law.

4.15.2 Issue / instrument specific regulations-relevant details (Companies Act, RBI guidelines, etc.):

The Issue of Debentures shall be in conformity with the applicable provisions of the Act including the notified rules thereunder and the applicable regulatory guidelines including the SEBI Debt Listing Regulations.

4.15.3 Application process

The application process for the Issue shall be as provided in the PPOAL.

- 4.16 Issue Details (Including Summary Termsheet):

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| Security Name  | 7.25% Rated VIP Industries 2022   |
| Issuer         | V.I.P. Industries Limited   |
| Promoter       | Mr. Dilip G. Piramal  |
| Promoter Group | Mr. Dilip G.Piramal, Ms. Shalini Dilip Piramal, Ms. Aparna Piramal Raje, Ms. Radhika Piramal DGP Securities Limited, Vibhuti Investments Company Limited and/or any other |



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|                           | company through which the Promoter maintains an ownership and management control of the issuer.   |
| <b>Issue</b>              | Rated, Secured, Listed, Redeemable, Non-Convertible Debentures of face value of INR 10,00,000/- (Indian Rupees Ten Lacs only) each  |
| <b>Type of Instrument</b> | Rated, Secured, Listed, Redeemable, Non-Convertible Debentures of face value of INR 10,00,000/- (Indian Rupees Ten Lacs only) each  |
| <b>Seniority</b>          | Senior  |
| <b>Mode of Issue</b>      | Private placement   |
| <b>Eligible Investors</b> | <p>The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures:</p> <ul style="list-style-type: none"> <li>• Indian promoter as defined under the Insurance Regulatory and Development Authority of India (Registration of Indian Insurance Companies) Regulations, 2000, as amended from time to time which means:</li> <li>• Company formed under Companies Act, which is not a subsidiary as defined under the Act;</li> <li>• Core investment company (as per the Core Investment Companies (Reserve Bank) Directions, 2011), as amended;</li> <li>• Banking company (Banking Regulation Act, 1949), but does not include a foreign bank or branch thereof functioning in India;</li> <li>• Mutual Funds / Alternate Investment Funds registered with SEBI;</li> <li>• Public financial institution (as per Companies Act);</li> <li>• Co-operative society registered under any relevant law for the time being in force;</li> <li>• a person, who is an Indian citizen or a combination of persons who are Indian citizens;</li> <li>• A limited liability partnership formed under the Limited Liability Partnership Act, 2008, as amended, with no partner being a non-resident entity/person resident outside India as defined under FEMA and not being a foreign limited liability partnership registered thereunder;</li> <li>• Indian investor as defined under the Insurance Regulatory and Development Authority of India (Registration of Indian Insurance Companies)</li> </ul> |



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|  | <p>Regulations, 2000, as amended from time to time;</p> <ul style="list-style-type: none"> <li>Foreign investors as defined under the Indian Insurance Companies: (Foreign Investment) Rules, 2015, as amended, including all eligible non-resident entities or persons resident outside India investing in the equity share of an Indian insurance company, as permitted to do so through foreign direct investment and foreign portfolio investment windows under FEMA regulations, circulars and notifications issued pursuant to FEMA.</li> </ul> <p>All investors are required to comply with the relevant regulations / guidelines applicable to them for investing in this Issue of Debentures.</p> |
| <b>Face Value</b>  | INR 10,00,000/- per Debenture  |
| <b>Issue Price</b>   | At par i.e. INR 10,00,000/- (Indian Rupees Ten Lacs only) each   |
| <b>Nature of the Instrument</b>  | Senior, rated, secured, listed and non-convertible   |
| <b>Listing</b>   | <p>Proposed on the WDM Segment of BSE. The Debentures should be listed within 15 (fifteen) days from the Deemed Date of Allotment.</p> <p>In case of delay in listing of the Debentures beyond 20 (twenty) days from the Deemed Date of Allotment, the Company shall pay an additional interest at the rate of 1% (one percent) p.a. or such other rate as is prescribed by relevant regulations over the Coupon Rate from the expiry of 30 (thirty) days from the Deemed Date of Allotment till the listing of the Debentures.</p>  |
| <b>Rating of the Instrument</b>  | CRISIL AA/Stable by the Rating Agency  |
| <b>Issue Size</b>  | Upto Rs. 50,00,00,000/- (Rupees Fifty Crores Only)   |
| <b>Option to retain oversubscription (Amount)</b>                                  | Not Applicable   |
| <b>Objects of the Issue and details of utilization of the proceeds ("Purpose")</b> | <p>For general corporate purposes including but not limited to refinancing of the existing debt, capital expenditure, long-term working capital and for the ordinary course of business operations.</p> <p>The Issuer shall not invest the proceeds of the Issue in any capital market, real estate, on lending speculative purposes and other activities which may be in contravention of applicable law including without limitation, the regulations/ guidelines/ norms issued by the RBI/ SEBI/ Registrar of Companies/ Stock Exchanges.</p>   |
| <b>Coupon Rate</b>   | 7.25% per annum payable annually   |



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| <b>Coupon Type</b>   | Fixed  |
| <b>Coupon Reset Process</b><br>(including rates, spread, effective date, interest rate cap and floor etc.) | Not Applicable   |
| <b>Coupon Payment Frequency</b>  | Annual   |
| <b>Coupon Frequency Dates/Coupon Payment Dates</b>   | Please refer to the indicative cash flow schedule set out in <b>Annexure III</b> of this Information Memorandum  |
| <b>Coupon Step up</b>  | <p>Coupon rate will be stepped up by 25 basis points per annum for each notch of rating downgrade below AA. Further, it is hereby clarified that the step up coupon will be restored to the previous rate on corresponding rating upgrade.</p> <p>Notwithstanding the above, each Debentureholder shall have the right to accelerate the Debentures held by them in case of rating downgrade 'A+' or below in term so the Issuer.</p> <p>In case, rating from multiple rating agencies is available, the lowest rating available for long term borrowing shall be considered for the purpose of this clause.</p> |
| <b>Tenor</b>   | Door to Door tenor of 729 days from the Deemed Date of Allotment.  |
| <b>Put/Call option</b>   | At the end of 12 months from the Deemed Date of Allotment, the Issuer and the Debenture Trustee (who shall act on the instructions of the Majority Debentureholders) shall have the right to exercise call option or put option respectively by giving a prior written notice of 30 days to the Debenture Trustee (in case of Call Option) or the Issuer (in case of Put Option). On exercise of the Call Option or Put Option, the Company shall be required to redeem the Debentures in full on the Call Option Date/Put Option Date, respectively.  |
| <b>Majority Debenture holders</b>  | <p>Shall mean the debenture holders holding 51% of the outstanding nominal value of the Debentures.</p> <p>Unless specified otherwise in the Transaction Documents, any decision/approval/action to be taken by the Debenture Trustee shall be on the instruction of the Majority Debentureholders.</p>  |
| <b>Redemption Date</b>   | Bullet at the end of Tenor i.e. September 6, 2022 subject to any early redemption under the terms of the issue.  |



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| <b>Redemption Amount</b>           | All the amounts outstanding under the Non-Convertible Debenture, accrued interest (Coupon, step up coupon, Default Interest, Default Security Interest if any), other charges, if any shall be payable in one bullet at the end of tenor or by way of accelerated redemption as the case may be.   |
| <b>Redemption Premium/Discount</b> | Not Applicable   |
| <b>Accelerated Redemption</b>      | <p>On the happening of the following events, each of the Debenture holders shall have the right to require the Company to redeem such Debentures held by them by payment of the entire outstanding amounts pertaining to those NCDs (including but not limited to face value, accrued interest, coupon step up interest and redemption premium if any):</p> <ol style="list-style-type: none"> <li>1. In the event of rating of any debt of the Issuer or its subsidiaries being suspended or withdrawn or classified as "Issuer Non-cooperating" or similar by any rating agency;</li> <li>2. In the event of rating downgrade of the instrument to A+ or below. In case of credit rating by multiple agencies, the lowest credit rating for the long term borrowing will be taken for the purpose of this clause;</li> <li>3. In the event of the Promoter or Promoter Group ceases to hold atleast 51% of the shareholding of the Issuer;</li> <li>4. In the event of any court or tribunal passes an adverse ruling or adjudicating against the Issuer in the matter of the sales tax of contingent liability of approximately INR 245 crores (as on March 31, 2020) and the issuer does not file appeal in higher court/ authority within 7 days from the date of such order / judgement;</li> <li>5. In the event of any court or tribunal passes an adverse ruling or adjudicating against the Issuer, which creates a liability of an amount exceeding INR 25.00 Crores in the books of the Issuer;</li> <li>6. In the event, Mr. Dilip G. Piramal ceases to hold the post of Chairman on the board of the Issuer.</li> <li>7. In the event, the Issuer undertakes any acquisition or event of business restructuring (including but not limited to any scheme of merger, demerger,</li> </ol> |



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|                           | <p>amalgamation, slump sale of assets), arrangement with banking/ non banking financial creditors/ lenders, compromise or reconstruction without the prior written consent of the Debenture Holders. Provided an accelerated payment will not be triggered, if the Issuer is undertaking any acquisition, whose value does not exceed INR 100 crore and such acquisition does affect the performance of the Issuer of its obligations under the Transaction Documents.</p> <p>Each of Debenture holders will have an option to accelerate the NCD's by giving notice ("<b>Accelerated Redemption Notice</b>") of 30 days to the Issuer. For avoidance of doubt it is hereby clarified that the Issuer shall be under an obligation to redeem the Debentures only for those Debenture Holders who have issued the Accelerated Redemption Notice and not the other Debentures of the Issue.</p> <p>Non-payment of any amount pursuant to the above Accelerated Redemption Notice shall be considered as an Event of Default for the Issue.</p>   |
| <b>Management Control</b> | <p>In case of any proposed change in Management Control, the Issuer shall intimate the Debenture Trustee in writing prior to 20 (twenty) days of such proposed change in Management Control.</p> <p>The expression 'Management Control' shall, in relation to any Person and for purpose hereof, mean:</p> <p>(i) holding by any person of more than 50% (fifty percent) of the voting share capital of the Issuer and ability of that person to direct or cause direction of the management and policies of the Issuer, whether by operation of law or by contract or otherwise; or</p> <p>(ii) the ability of that person to appoint more than 50% (fifty percent) of the directors on the Board of the Issuer and ability of that person to direct or cause direction of the management and policies of the Issuer, whether by operation of law or by contract or otherwise.</p> <p>Upon receiving the intimation of the proposed change in Management Control by the Issuer, the Debenture Trustee shall forthwith inform all the Debenture Holders about the same ("<b>Intimation Letter</b>"). Any Debenture Holder, not in approval of such change in Management Control ("<b>Dissenting Debentureholders</b>"), shall within 5 (five) Business Days from the date of receipt of the Intimation Letter, inform the Debenture Trustee and the Issuer about their decision, in writing and demanding accelerated redemption of the NCDs ("<b>Acceleration Notice</b>"). The Dissenting Debenture Holders shall have the right to accelerated redemption of their respective outstanding NCDs and the Company shall, within 5 (five) Business Days</p> |





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|  | <p>from the date of receipt of the Acceleration Notice, redeem the outstanding debentures of such Dissenting Debentureholders.</p> <p>For avoidance of doubt, it is hereby clarified that Acceleration Notice received from any Dissenting Debentureholder shall not require the Issuer to redeem all the outstanding Debentures. The Issuer shall be required to redeem only such outstanding NCDs which are being held by the Dissenting Debentureholders. It is clarified that non-payment of any amount to the Dissenting Debentureholders pursuant to the above shall be considered as an Event of Default.</p>  |
| <b>Discount at which security is issued and the effective yield as a result of such discount</b> | Not Applicable  |
| <b>Special Covenants</b>   | <ol style="list-style-type: none"> <li>1. Mr. Dilip G. Piramal to remain the Chairman on the Board of Directors of the Issuer during the tenor of the Debentures;</li> <li>2. Promoter and the Promoter Group, shall at all points of time, hold 51% of the shareholding of the Issuer, till the subsistence of the Debentures;</li> <li>3. The Issuer shall not make any payment towards interest or principal repayment of any loans availed from the Promoter or Promoter Group; and</li> <li>4. The Issuer shall not provide any loans &amp; advances or inter corporate deposits to any Promoter or Promoter Group.</li> </ol>   |
| <b>Financial Covenants</b>   | <ol style="list-style-type: none"> <li>1. Net Debt of the Company not to exceed drawing power available with banks by way of working capital. Stock statements and Drawing Power certified by statutory auditors to be provided by the Issuer to the Debenture Trustee on a quarterly basis, within 30 days from the end of each quarter, to ascertain Drawing Power. In case the statutory auditor is changed and the incoming statutory auditors is not one of the Big 5 audit firms, the certificate has to be provided by any one of the Big 5 audit firms.</li> </ol> <p><b>Net Debt</b> shall mean all short-term debts (secured or unsecured) including working capital limits utilized + All long term debts (secured or unsecured) + all guarantees given by the Company minus all unencumbered cash and cash equivalents in top 5 mutual funds and marketable bonds issued by AAA rated public sector companies and/or AAA HDFC Group bonds.</p> <p>Top Five Mutual funds for the above purpose are:</p> <ol style="list-style-type: none"> <li>1. ICICI Prudential Mutual Fund.</li> <li>2. HDFC Mutual Fund.</li> </ol> |



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|                                     | <p>3. Aditya Birla Sun Life Mutual Fund.<br/>4. Nippon India Mutual Fund.<br/>5. SBI Mutual Fund.</p> <p><b>Drawing Power</b> shall be defined as “((inventory minus sundry creditors) * 75%) + (receivables * 65%).”</p> <p><b>Big 5 audit firms</b> include Ernst &amp; Young LLP (India), Deloitte Touche Tohmatsu India LLP, KPMG Assurance and Consulting Services LLP, PricewaterhouseCoopers India LLP and Grant Thornton India LLP.</p> <p>2. Dividend to be payable by the Issuer to its shareholders to be restricted to 50% of Profit PAT till the redemption of the Debentures</p>   |
| <b>Restricted Payment Condition</b> | <p>If (a) an Event of Default has occurred and is continuing; or (b) is not in compliance of the Financial Covenants; or (c) If the restricted payments are not permitted under Applicable Laws, the Issuer will not:</p> <p>Declare or pay any dividends (either in cash or property or obligations and to the extent allowed under the terms of this Issue) or distributions or return of equity / quasi-equity, unless approved by the Debenture Trustee acting on the instructions of the Debenture Holders. Compliance to the Restricted Payment conditions shall be certified by the Issuer to the satisfaction of the Debenture Trustee before making Restricted Payments.</p>  |
| <b>Information Covenant</b>         | <p>As customary for issues of this nature and as may be agreed mutually among the Issuer and the Debenture Trustee, and to include without limitation the following:</p> <ol style="list-style-type: none"> <li>1. The Issuer shall furnish to the debenture trustee every year a copy of audited annual accounts of the Issuer immediately on finalization of the same but in any case not later than 180 days from the end of each relevant accounting period;</li> <li>2. Issuer agrees to share the financial performance of the Company (unaudited) at least every 6 months not later than 60 days from the end of every half year.</li> <li>3. The Issuer shall submit such financial statements as may be required by applicable regulations, apart from the set of such statements to be furnished by the Issuer to the Debenture Trustee as on date of publication of the Issuer's annual accounts, immediately on finalization of the same but in any</li> </ol> |



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|   | <p>case not later than 180 days from the end of each relevant accounting period; and</p> <p>4. Issuer shall inform the Debenture Trustee of occurrence of any event which has a Material adverse effect on the Issuer together with the remedial steps proposed to be taken by the Issuer.</p>  |
| <b>Security</b>                                     | <p>All amounts outstanding under the Debentures shall be secured by way of charge on the following assets of the Company ("Security"):</p> <ol style="list-style-type: none"> <li>1. First pari passu charge by way of hypothecation of the current assets of the Company ("Hypothecated Assets");</li> <li>2. First exclusive charge by way of mortgage on the immoveable properties (comprising of industrial land and building) situated at Plot No. 78/78-A, MIDC Estate, Satpur, Nasik, Maharashtra along with the moveable plants and machineries, present and future situated within the aforesaid immoveable properties, owned by the Issuer, as more particularly detailed in the Mortgage Document ("Mortgaged Assets");</li> </ol> <p>The Issuer shall maintain a minimum security cover through charge on Hypothecated Assets, of 1.50x of the outstanding debentures i.e. principal debt + accrued interest at all points in time ("Minimum Security Cover").</p> <p>The Issuer shall create and perfect the security interest on its Hypothecated Assets and provide all necessary approvals / no objection certificates, within 90 days from the Deemed Date of Allotment. The Issuer shall create and perfect the security interest on the Mortgaged Assets and provide all necessary approvals / no objection certificates, within 180 days from the Deemed Date of Allotment.</p> <p>The Issuer to furnish a Title Search Report pertaining to the Mortgaged Assets within 180 (one hundred and eighty) days from the Deemed Date of Allotment.</p> <p>In the event of failure to create the Security within the said timeline, the Issuer shall pay an additional interest at the rate of 2%(two percent) per annum over and above the Coupon applicable to the Issue ("Default Security Interest").</p> |
| <b>Further Indebtedness and Further Encumbrance</b> | <p>The Issuer shall be entitled to incur further Indebtedness, without the prior permission of the Debenture Trustee, subject to the Financial Covenants being maintained at all points of time till the final settlement date.</p> <p>The Company shall be entitled to create a pari passu charge on the current assets of the Company, without prior consent from the Debenture Trustee, to secure such indebtedness</p>  |



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|                                      | <p>that are availed in compliance with the terms of the Debentures, provided that the Minimum Security cover is maintained at all times. The Issuer shall not create any encumbrance over the Mortgaged Assets.</p> <p>Notwithstanding anything stated herein above, the Issuer shall not be entitled to incur any further indebtedness or create any security interest as permitted above if an Event of Default is persisting under the Transaction Documents or if there is a subsisting breach of any covenants under the Transaction Documents</p>              |
| <b>Interest on Application Money</b> | <p>Interest at the coupon rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) will be paid to the applicants on the application money for the bonds for the period starting from and including the date of realization of application money in Issuer's bank account up to one day prior to the Deemed Date of Allotment.</p> <p>Where Pay In Date and Deemed Date of Allotment are the same, no interest on Application money is to be paid.</p> |
| <b>Default Interest rates</b>        | <p>In case of default in payment of any interest on the Coupon payment date and/or redemption amount on the redemption date, the Issuer shall pay to the Debenture holders an additional Interest at the rate of 2% per annum over and above the Coupon.</p> <p>The Default Interest as above shall be payable for the period commencing on the first day of such payment default till the time actual payment has been received shall be become due and payable immediately.</p>  |
| <b>Put/Call Option</b>               | At the end of 12 months from the Deemed Date of Allotment  |
| <b>Put Date</b>                      | The date falling at the end of 12 months from the Deemed date of allotment i.e. September 7, 2021  |
| <b>Call Date</b>                     | The date falling at the end of 12 months from the Deemed date of allotment i.e. September 7, 2021  |
| <b>Put Price</b>                     | The Put Option price per Debenture be Face Value + accrued and unpaid Interest + other dues, if any  |
| <b>Call Price</b>                    | The Call Option price per Debenture will be Face Value + accrued and unpaid Interest + other dues if any   |
| <b>Put/Call Notification time</b>    | A minimum 30 calendar days' notice prior to the Call/Put option date to be given for exercise of Put/Call Option.  |



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| <b>Minimum Application and in multiples of ..... Debt securities thereafter</b>  | 1 (One) Debentures and in multiples of 1 (One) Debenture thereafter   |
| <b>Issue Timing</b><br><b>1 Issue Opening Date</b><br><b>2 Issue Closing Date</b><br><b>3 Pay In Date</b><br><b>4 Deemed Date of Allotment</b> | September 4, 2020<br>September 7, 2020<br>September 7, 2020<br>September 7, 2020  |
| <b>Issuance mode of the Instrument</b>   | Demat Only  |
| <b>Trading mode of the Instrument</b>  | Demat Only  |
| <b>Settlement mode of the Instrument</b>   | Demat Only  |
| <b>Depository (ies)</b>  | NSDL/CDSL   |
| <b>Business Day Convention</b>   | <p>If any of the Coupon Payment Date(s), other than the ones falling on the Redemption Date, falls on a day that is not a Business Day, the payment shall be made by the Issuer on the immediately succeeding Business Day, which becomes the Coupon Payment Date for that Coupon. However, the future Coupon Payment Date(s) would be as per the schedule originally stipulated at the time of issuing the Debentures. In other words, the subsequent Coupon Payment Date(s) 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.</p> <p>If the Redemption Date of the Debentures falls on a day that is not a Business Day, the Redemption Amount shall be paid by the Issuer on the immediately preceding Business Day, which becomes the new Redemption Date, along with interest accrued on the Debentures until but excluding the date of such payment.</p> |
| <b>Record Date</b>   | The 'Record Date' for the Debentures shall be 15 (fifteen) days prior to any payment in relation to the Debentures. Registered Debenture holders on the Record Date will be the recipients of actual payment by the Issuer  |
| <b>Condition Precedent to subscription of</b>  | 1 Execution of the Information Memorandum, Debenture Trust Deed and Debenture Trustee Agreement;  |



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| <p>Debentures ("Conditions Precedent")</p> | <ol style="list-style-type: none"> <li>2 Certified true copy of the constitutional documents of the Issuer;</li> <li>3 Board Resolution for approving, <i>inter alia</i>, the terms of issue of the NCDs on private placement under Section 179 (3) of the Companies Act, 2013, the execution of the Transaction Documents, the authorising of specified persons for the filing of the forms, the issuing the certificates and the undertaking all actions in connection with the issuance of the Debentures;</li> <li>4 A specimen of the signature of each person authorised by the resolution referred to in paragraph (2) above;</li> <li>5 Certificate from Company Secretary certifying that (i) the borrowing by way of issuance of Debentures is within the limits under Section 180 of the Companies Act, 2013 and no special resolution under the said section is applicable;</li> <li>6 Certificate from an independent chartered accountant that there are no pending statutory tax dues of the Issuer and that issuance of the Debentures shall not lead to any breach of borrowing limits;</li> <li>7 Copy of the Form MGT-14 reporting the corporate authorisations with the relevant registrar of companies;</li> <li>8 In-principle approval for listing from the stock exchange (BSE);</li> <li>9 Trustee consent letter;</li> <li>10 RTA consent letter;</li> <li>11 Certificate from an independent chartered accountant stating that the required security cover vis-a-vis the existing debentures are met and will continue to be met post created of charge on the Hypothecated Assets, pursuant to the Debenture Trust Deed;</li> <li>12 Submission of all 'know your customer' requirements to the satisfaction of the Debenture Trustee;</li> <li>13 Submission of rating letter along with the Rating rationale obtained from the credit rating agency;</li> <li>14 Acknowledged copy of the application (having been made) for the receipt of ISIN in respect of the Debentures;</li> <li>15 The Issuer shall have entered into an arrangement with the Depositories for issuing and holding Debentures in dematerialised form; and</li> <li>16 Submission of a certificate from the director or company secretary or chief financial officer of the Issuer addressed to the Debenture Trustee certifying <i>inter alia</i> that: <ol style="list-style-type: none"> <li>a) each copy of the Conditions Precedent documents is correct, complete and in full</li> </ol> </li> </ol> |
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|  | <p>force and effect as on the date of the certificate;</p> <p>b) there are no restrictions on the borrowing powers of the Issuer as per its constitutional documents and corporate authorizations and it is authorized to raise debt in accordance with the provisions of the Companies Act, 2013;</p> <p>c) no Event of Default has occurred and/or is continuing or will occur as a result of the Issuer entering into the Transaction Documents;</p> <p>d) there is no breach of any borrowing limits;</p> <p>e) no event has occurred which has or could reasonably be expected to have a Material Adverse Effect;</p> <p>f) no force majeure event has occurred which affects or is likely to materially affect the performance of any obligation of the Issuer under the Transaction Documents</p> <p>g) the representations and warranties made are true and correct in all material respects on and as of the date of the Transaction Documents and the date of such certificate;</p> <p>h) the Issuer is and will be, after issuance of the Debentures, in full compliance with all provisions of the Transaction Documents, its constitutional documents, any document to which it is a party or by which it is bound, and any laws and regulations applicable to it;</p> <p>i) all authorisations or other documents, opinion or assurance which the Debenture Trustee considers to be necessary or desirable (in connection with the entry into and performance of the transactions) contemplated by any Transaction Documents or for the validity and enforceability of any Transaction Documents have been obtained;</p> <p>j) the Issuer has received all the consents as may be required from its existing lenders/debenture holders/debenture</p> |
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|  | <p>trustee (as the case may be), to avail further indebtedness by way of issuance of Debentures;</p> <p>k) all taxes, statutory dues, including without limitation, statutory dues under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 have been duly paid by the Bank to the satisfaction of the Debenture Trustee; and</p> <p>l) the ultimate end use of the Issue proceeds raised via the issuance of Debentures will be used for the Purpose.</p>  |
| Condition subsequent to subscription of debentures ("Conditions Subsequent") | <ol style="list-style-type: none"> <li>1. Within 2 (two) Business Days from the Deemed Date of Allotment, Issuer to credit the Debentures in dematerialized form to the respective dematerialised accounts of the Debenture Holders;</li> <li>2. Within 15 (fifteen) days from the Deemed Date of Allotment, the Issuer shall file the return of allotment of securities under Form No. PAS-3 with the Registrar of Companies;</li> <li>3. Within 15 (fifteen) days from the Deemed Date of Allotment, the Issuer shall provide evidence that the Form PAS-5 is being maintained;</li> <li>4. Within 15 (fifteen) calendar days from the Deemed Date of Allotment, listing the Debentures on the Stock Exchange;</li> <li>5. Submission of end use certificate by an independent chartered accountant within 30 days from the Deemed Date of Allotment;</li> <li>6. Submission of pari passu charge ceding letter on the Hypothecated Assets of the Company, from the existing lender and the existing debenture holders (acting through their trustee) within 90 (ninety) days from the Deemed Date of Allotment or prior to creation of charge on the Hypothecated Assets, whichever is earlier;</li> <li>7. Submission of a letter confirmation by the Issuer to the Debenture Trustee that entry into and performance by the Company of, and the transactions contemplated by, the Transaction Documents to which it is a party, do not and will not conflict or breach any terms and conditions of the existing debenture documents and there are no subsisting defaults, to the knowledge of the Issuer under the existing debenture documents, within 90 (ninety) days from the Deemed Date of Allotment or prior to</li> </ol> |





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|  | <p>creation of charge on the Hypothecated Assets, whichever is earlier;</p> <p>8. Within 90 (ninety) days from the Deemed Date of Allotment, the Issuer shall create and perfect the charge on the Hypothecated Assets of the Company and provide evidence of the same to the Debenture Trustee by filing Form CHG 9 with the relevant registrar of companies and ensuring CERSAI filings, if applicable;</p> <p>9. Within 180 (one hundred eighty) days from the Deemed Date of Allotment, the Issuer shall create and perfect the charge on the Mortgaged Assets of the Company and provide evidence of the same to the Debenture Trustee by filing Form CHG 9 with the relevant registrar of companies and ensuring CERSAI filings and registration with the sub-registrar of assurances with respect to the Security Interest on the Mortgaged Assets created in favour of the Debenture Holders;</p> <p>10. Within 180 (one hundred eighty) days from the Deemed Date of Allotment, the Issuer shall provide all consents, no objection certificates, approvals and completion of all such acts and deeds as may be required in connection with perfection of charge over the Mortgaged Assets of the Issuer in favour of the Debenture Trustee;</p> <p>11. Within 180 (one hundred and eighty) days from the Deemed Date of Allotment and in any case prior to creation of charge on the Mortgaged Assets, the Company shall procure the no objection certificate from the lessor (Maharashtra Industrial Development Corporation in this case);</p> <p>12. Within 30 (thirty) days from the Deemed Date of Allotment, Issuer shall provide evidence satisfactory to the Debenture Trustee that all costs and expenses in relation to the issuance of the Debentures have been paid;</p> <p>13. Furnishing of the Title Search Report and Valuation Report within 180 days from the Deemed Date of Allotment with respect to Mortgaged Property;</p> <p>14. Within 180 (One Hundred and Eighty) days from the Deemed Date of Allotment, or, prior to the creation of mortgage on the Mortgaged Assets (whichever is earlier), submission of a certificate from an independent chartered accountant, inter alia confirming that there are no tax dues payable and there are no proceedings initiated or ongoing (except as disclosed by the Issuer) against the Issuer under Section 281 of the Income Tax Act, 1961; and</p> <p>15. Submission of a certificate from an independent chartered accountant, inter alia confirming that there are</p> |
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|                          | no tax dues are payable and there are no proceedings initiated or ongoing (except as disclosed by the Issuer) against the Issuer under Section 281 of the Income Tax Act, 1961 within 180 (One Hundred and Eighty) days from the Deemed Date of Allotment or prior to the creation of charge on the Mortgaged Assets, whichever is earlier.   |
| <b>Events of Default</b> | <p>Each of the following events shall be an Event of Default and each debenture holder shall have an individual right to call an event of default on occurrence of any of the following events ("Events of Default"):</p> <ol style="list-style-type: none"> <li>1) Non payment of interest or principal or any amounts due and payable in respect of the Debentures in terms of the Transaction Documents on the due date;</li> <li>2) If security is not created and perfected within the Security creation timeline mentioned above or within any such timeline as may be decided amongst the Issuer and the Debenture Trustee;</li> <li>3) Breach of terms or covenants (including but not limited to Financial Covenants) as stipulated in the Transaction Documents;</li> <li>4) The Issuer does not perform or comply with one or more of its other obligations in relation to the NCD or the Debenture Trust Deed which default is incapable of remedy or, if in the opinion of the Debenture Trustee capable of remedy, is not remedied within 07 days (or such other timeline as specified in any of the Transaction Documents) after written notice of such default shall have been given to the Issuer by the Debenture Trustee;</li> <li>5) Cross Default by the Issuer or its subsidiaries on any of its borrowings.</li> <li>6) The occurrence of Material Adverse Effect;</li> <li>7) the Issuer is (or is deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, or stops, suspends or threatens to stop or suspend payment its debts, proposes or makes any agreement for the deferral, rescheduling or other readjustment of its debts (or of any part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared in respect of or affecting the debts of the Issuer;</li> <li>8) a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any material part of the property, assets or revenues</li> </ol> |



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|  | <p>of the Issuer and is not discharged or stayed within 7 days;</p> <p>9) an order is made or an effective resolution passed for the winding-up or dissolution, judicial management or administration of the Issuer, or the Issuer ceases or threatens to cease to carry on all or substantially part of its business or operations,</p> <p>10) an encumbrance takes possession or an administrative or other receiver or an administrator is appointed of the whole or (in the opinion of the Trustee) any substantial part of the secured property and is not discharged within 7 days;</p> <p>11) the Issuer commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary proceeding under any such law, or consent to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for any or a substantial part of its property or take any action towards its reorganization, liquidation or dissolution;</p> <p>12) It is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Transaction Documents;</p> <p>13) Any step is taken by governmental authority or agency or any other competent authority, with a view to the seizure, compulsory acquisition, expropriation or nationalization of the assets of the Issuer which in each case, in the opinion of the debenture holders, could have a Material Adverse Effect</p> <p>14) Application of any insolvency proceedings against the Issuer (which is not dismissed under 07 days) under any applicable bankruptcy, insolvency, winding up or other similar law (including the Insolvency &amp; Bankruptcy Code, 2016) now or hereafter in effect or if the Issuer consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for any or a substantial part of its property.</p> <p>15) Any information given by the Issuer or on its behalf, including but not limited to, information given at the time of appraisal of the NCDs, representation and warranty, or statement made or repeated, or deemed to be made or repeated, in or in connection with any of the Transaction Documents, is incorrect</p> |
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|  | <p>or misleading in any material respect, in the opinion of the Debenture Holders.</p> <p>16) The Issuer fails to maintain adequate insurance on the secured assets at all times till the redemption of the Debentures.</p> <p>17) If in the opinion of Debenture Trustee (as instructed by the Majority Debentureholders), the security for the NCDs is in jeopardy or if any of the Transaction Documents including any security document executed or furnished by or on behalf of the Issuer becomes illegal, invalid, unenforceable or otherwise fails or ceases to be in effect.</p> <p>18) If the Issuer abandons or changes its business substantially.</p> <p>19) Any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs.</p> <p>20) Any litigation having Material Adverse Effect which may adversely impact ability of Issuer/ to meet debt obligations under transaction documents.</p> <p>21) Issuer fails to repay the outstanding amount in relation to the NCDs pursuant to the acceleration of the Debentures to the Debenture Holders in accordance with the terms of the Transaction Documents.</p> <p>22) The Issuer is declared as a willful defaulter by any bank, financial institution, or other entity within the meaning of the term as set out in the guidelines/circulars issued by the RBI from time to time in this regard.</p> <p>23) In the event the Issuer voluntarily and compulsorily as per applicable law, delists its equity shares from the stock exchanges.</p> <p>24) Making Restricted Payments without satisfaction of the Restricted Payment Condition.</p> <p>25) Such other events as specified in the Debenture Trust Deed.</p> <p>If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default, the Issuer shall, forthwith give notice thereof to the Debenture Trustee in writing specifying the nature of such Event of Default or of such event.</p> |
| <b>Consequence of Event of Default</b> | <p>On and at any time after the occurrence of an Event of Default, which is continuing, the Debenture Trustee may, and shall if so directed by any of Debenture Holders, , take any action including but not limited to the following:</p>  |



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|                                       | <ol style="list-style-type: none"> <li>1. Declare that the Debentures shall automatically and without any further action, become due for redemption at the redemption amount and all other outstanding amounts in connection to the Debentures, be immediately due and payable, whereupon they shall become immediately due and payable;</li> <li>2. Initiate any enforcement action including enforcing the Security interest over the secured assets;</li> <li>3. Appoint a Nominee Director on the Board of Directors of the Issuer;</li> <li>4. Exercise any rights available under the Transaction Documents;</li> <li>5. Initiate proceedings under Section 71 (10) of the Companies Act, 2013 before the relevant national company law tribunal; and</li> <li>6. Exercise such other rights as may be available to the Debenture Trustee under Applicable Law.</li> </ol> |
| <b>Representations and Warranties</b> | As is customary to issues of this nature and as more particularly detailed out in the Debenture Trust Deed   |
| <b>Transaction Documents</b>          | <p>The following transaction documents ("Transaction Documents") shall be executed for the Issue:</p> <ol style="list-style-type: none"> <li>1. The Debenture Trust Deed;</li> <li>2. The Debenture Trustee Agreement;</li> <li>3. The Deed of Hypothecation;</li> <li>4. The Power of Attorney pursuant to Deed of Hypothecation;</li> <li>5. The Mortgage Documents;</li> <li>6. This Information Memorandum;</li> <li>7. The Private Placement Offer Cum Application Letter; and</li> <li>8. Any other letter/undertaking/consent/documents that may be designated by the Debenture Trustee as a Transaction Document.</li> </ol>   |
| <b>Material Adverse Effect</b>        | <p>Any event or circumstance, occurrence or condition which, as of any date of such determination in the sole opinion of the Debenture Holders, has caused or is likely to cause a material and adverse effect in respect of one or more of the following:</p> <ol style="list-style-type: none"> <li>1. The ability of the Issuer to perform their obligations under the Debenture / Transaction Documents; or</li> <li>2. The validity or enforceability of, or the effectiveness of any Debenture / Transaction Documentation; or</li> </ol>  |



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|   | 3. businesses, operations or financial condition, properties, assets or prospects of the Issuer.   |
| <b>Day Count Basis</b>                                | Actual/Actual. All interest accruing for any Interest period shall accrue from one day to day and be calculated on the basis of the actual number of days elapsed and a year of 365 days (or 366 days in case of a leap year), at the applicable interest rate and rounded off to the nearest Rupee.   |
| <b>Other Covenants</b>                                | As may be specified by Investor, if any in the Debenture Trust Deed  |
| <b>Negative covenants</b>                             | As may be stipulated later, if any in the Debenture Trust Deed   |
| <b>Cost and Expenses</b>                              | All costs and expenses related to the issue, including but not limited to legal counsel fees, stamp duty, Debenture Trustee fees, Registrar and Transfer Agent charges etc. will be borne by the Issuer  |
| <b>Provisions related to Cross Default Clause</b>     | Cross default by the Issuer or its subsidiaries on any of its borrowings   |
| <b>Role and Responsibilities of Debenture Trustee</b> | To oversee and monitor the overall transaction for and on behalf of the Debenture Holders in accordance with applicable laws.  |
| <b>Additional Amounts / Taxation</b>                  | All payments shall be subject to tax deduction at source as applicable under the Income Tax Act, 1961, and such tax deduction shall be made by the Issuer unless a tax exemption certificate/document is lodged at the registered office of the Issuer before relevant Record Date in respect of a Coupon payment date, or any other relevant date.  |
| <b>Governing Law and Jurisdiction</b>                 | The Debentures are governed by and will be construed in accordance with Indian law. The Issuer, the Debentures and Issuer's obligations under the Debentures shall, at all times, be subject to the directions of SEBI. The Debenture holders, by purchasing the debentures, agree that the courts and tribunals in Mumbai shall have a non-exclusive jurisdiction with respect to matters relating to the Debentures. |

## 5 DISCLOSURES PERTAINING TO WILFUL DEFAULT

- 5.1 Name of the bank declaring the entity as a wilful defaulter: None
- 5.2 The year in which the entity is declared as a wilful defaulter: N.A.
- 5.3 Outstanding amount when the entity is declared as a wilful defaulter: N.A.
- 5.4 Name of the entity declared as a wilful defaulter: N.A.

