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Description of Document

Property Description

Consideration Price (Rs.)

First Party

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MICROIN SERVICES PRIVATE LIMITED

Article 5 General Agreement

AMENDMENT AND RESTATEMENT DEED TO THE DEBENTURE TRUST DEED

0

(Zero)

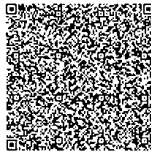
MICROIN SERVICES PRIVATE LIMITED

VISTRA ITCL INDIA LIMITED

MICROIN SERVICES PRIVATE LIMITED

500

(Five Hundred only)



Please write or type below this line

" THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AND RESTATEMENT DEED DATED 23 AUGUST 2021 AMENDING THE DEBENTURE TRUST DEED EXECUTED BETWEEN MICROIN SERVICES PRIVATE LIMITED AND VISTRA ITCL (INDIA) LIMITED."



Security Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

- (a) post-dated cheques (payable in high value clearing zone or payable at par) made payable to the Debenture Trustee for each expected Coupon payment; and
- (b) undated blank / post-dated cheques (payable in high value clearing zone or payable at par) made payable to the Debenture Trustee for an amount not exceeding the Nominal Value of the Debentures.

**"CIBIL"** shall mean TransUnion CIBIL Limited, a company registered under the Companies Act, 1956 and an existing company under the Companies Act, 2013, having corporate identification number U72300MH2000PLC128359 and registered office at One Indiabulls Centre, 19th Floor, Tower 2A & 2B, 841 Senapati Bapat Marg, Elphinstone Road Mumbai - 400 013.

**"CIC"** means a credit information company which has obtained certificate of registration from RBI in terms of Section 5 of the Credit Information Companies (Regulation) Act, 2005.

**"Company Shares"** means the issued, subscribed and paid up shares of the Company having a face value of INR 10 each.

**"Competing Business"** means the business of information technology (IT) services and/ or of information technology (IT) enabled services.

**"Competitor"** means any person engaged, directly or indirectly, in a Competing Business or any person controlling a person engaged in a Competing Business, including any intermediate entities.

**"Corporate Obligors"** means the Company, Innerframe and MIPL, and **"Corporate Obligor"** means any one of them.

**"Coupon"** means in respect of a Coupon Period, the amount of interest payable on the outstanding Nominal Value of each Debenture in accordance with Paragraph 6.1 (*Calculation of Coupon*) of Schedule 1 (*Terms and Conditions*).

**"Coupon Payment Date"** means:

- (a) in the event the Merger Effective Date occurs by no later than the expiry of the Moratorium Period, the first calendar day of each subsequent calendar month;
- (b) in the event the Merger Effective Date does not occur within the expiry of the Moratorium Period, the first calendar day of the fifth calendar month after the expiry of the Moratorium Period and thereafter, the first calendar day of every sixth calendar month, subject to paragraph (c) below; and
- (c) in the event the Merger Effective Date occurs after the expiry of the Moratorium Period, the first calendar day of the first calendar month after the Merger Effective Date, and thereafter, the first calendar day of each subsequent calendar month,

*provided that*, the first coupon payment date shall at all times be the First Coupon Payment Date.

**"Coupon Period"** in relation to the aggregate Nominal Value of the outstanding Debentures, means each period determined in accordance with Paragraph 6.4 (*Coupon Period*) of Schedule 1 (*Terms and Conditions*).

**"Coupon Rate"** means:



- (a) in the event the Merger Effective Date occurs by no later than the expiry of the Moratorium Period, applicable retrospectively from the Deemed Date of Allotment for each Series of Debentures till the Merger Effective Date, 16.8% per annum, compounded monthly, and thereafter, 15.5% per annum; and
- (b) in the event the Merger Effective Date does not occur within expiry of the Moratorium Period, applicable retrospectively from the Deemed Date of Allotment for each Series of Debentures till earlier of the Merger Effective Date or the Final Settlement Date, 17.75% per annum, compounded monthly, and thereafter, (assuming the Merger Effective Date occurs prior to the Final Settlement Date), 15.5% per annum.

**"Current Assets"** means the aggregate of all inventory, work in progress, trade and other receivables of the Company, Innerframe and Microland including prepayments in relation to operating items and sundry debtors maturing within 12 months from the date of computation but excluding amounts in respect of Cash and Cash Equivalent.

**"Debentures"** shall mean up to 1,350 unrated and unlisted redeemable non-convertible debentures of the nominal value of INR 1,000,000 each, aggregating to not more than INR 1,350,000,000 to be issued by the Company, in multiple Series, in dematerialised form pursuant to this Deed and in terms of the relevant Information Memorandums.

**"Debenture Debt"** means the aggregate if any, of the outstanding Nominal Value, Coupon, Higher Interest, all other costs, charges, expenses and liabilities due or owed from time to time by any Obligor to any Debenture Secured Party under or in connection with the Debentures, this Deed and/or any other Debenture Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise), but without any double counting.

**"Debenture Documents"** means:

- (a) this Deed;
- (b) the Debenture Trustee Agreement;
- (c) the Escrow Agreement;
- (d) the Pledge Agreement;
- (e) each Pledge Power of Attorney;
- (f) the Deed of Hypothecation;
- (g) the Hypothecation Power of Attorney;
- (h) each Demand Promissory Note;
- (i) each Letter of Continuity;
- (j) each Fee Letter;
- (k) any other document that may be designated as a Debenture Document by the Debenture Trustee and countersigned by the relevant Obligor; and
- (l) any notice or document in relation to a Default or an Event of Default or acceleration of the Debenture Debt or enforcement of Security or exercise of rights and remedies upon occurrence of an Event of Default that may be designated as a Debenture



- (a) a resolution passed at a Meeting of the Debenture Holders duly convened and held in accordance with Schedule 2 (*Provisions for Meetings and Decision Making*); or
- (b) written instructions given,

by Debenture Holder(s) holding not less than 75% of the aggregate Nominal Value of all the outstanding Debentures (excluding any Debentures held by any member of the Group or their respective Affiliates)."

**"Fee Letter"** means the fee letters, each entered into between the Company and Avendus Finance Private Limited, setting out the fees payable to Avendus Finance Private Limited (including but not limited to the upfront fee) in relation to each Series of Debentures along with the terms thereof.

**"Final Redemption Amount"** means in respect of a Debenture being redeemed on the Final Redemption Date, an amount equal to the aggregate, if any, of: (i) the aggregate Nominal Value of the outstanding Debentures; (ii) accrued but unpaid Coupon; (iii) Higher Interest (if applicable); and (iv) any other costs, expenses and indemnified amounts payable by any Obligor in respect of the Debentures or otherwise under the Debenture Documents.

**"Final Redemption Date"**, in relation to each Debenture, means the earlier of:

- (a) the first day of the 37th calendar month starting from the month in which the Merger Effective Date falls; and
- (b) the first day of the 60th calendar month starting from the month in which the Deemed Date of Allotment of the first Series of Debentures falls.

**"Final Settlement Date"** means the date on which the entire Debenture Debt has been fully, unconditionally and irrevocably repaid and discharged to the satisfaction of the Debenture Secured Parties, in accordance with the Debenture Documents.

**"Financial Indebtedness"** means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with Applicable Accounting Standards, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);

