

महाराष्ट्र शासन

GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार पावली

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

19356592321414

Bank/Branch: IBKL - 6910635/Prabhadevi  
Pat Txn Id: 695837241  
Print DtTime: 21-APR-2021@11:49:36  
ChallanIdNo: 69103332021042150521  
District: 7101-MUMBAI

Stationery No: 19356592321414  
Print DtTime: 22-APR-2021 14:26:50  
GRAS GRN: MH000648300202122S  
Office Name: IGR182-BOM1 MUMBAI CITY  
GRN Date: 21-Apr-2021@11:49:37

StDuty Schm: 0030045501-75/STAMP DUTY  
StDuty Amt: R 1,500/- (Rs One, Five Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees  
RgnFee Amt: R 0/- (Rs Zero only)

Article: 5(h) (B) (vi) --Agreement-if not otherwise provided for  
Prop Mvblty: N.A. Consideration: R 1/-  
Prop Descr: AS PER DOCUMENT

Duty Payer: PAN-AAACCM6823G, MERILAND ESTATES PRIVATE LIMITED

Other Party: PAN-AAACI8912J, IDBI TRUSTEESHIP SERVICES LIMITED

Bank official1 Name & Signature:

Bank official2 Name & Signature

--- Space for customer/office use

--- write below this line

This stamp paper forms an integral part of Debenture Trust Deed executed between Meriland Estates Private Limited and IDBI Trusteeship Services Limited on



**DATED AUGUST 2, 2021**

# **DEBENTURE TRUST DEED**

**BETWEEN**

**MERILAND ESTATES PRIVATE LIMITED**  
**as the Issuer**

**AND**

**IDBI TRUSTEESHIP SERVICES LIMITED**  
**as the Trustee**



cyril amarchand mangaldas  
advocates & solicitors

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## DEBENTURE TRUST DEED

This **DEBENTURE TRUST DEED** (this “**Deed**”) is made at Mumbai on this 2<sup>nd</sup> day of August, 2021 between:

1. **MERILAND ESTATES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013, with corporate identification number U70100MH1998PTC114759 and having its registered office at 70, Nagindas Master Road, Fort, Mumbai, Maharashtra - 400 023 (hereinafter referred to as the “**Issuer**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Issuer’s successors and permitted assigns);

**AND**

2. **IDBI TRUSTEESHIP SERVICES LIMITED**, a company incorporated under the Companies Act, 1956 and validly existing company under the Companies Act, 2013, with corporate identification number U65991MH2001GOI131154 and having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai, Maharashtra – 400 001 as the debenture trustee for the Secured Parties (hereinafter referred to as the “**Trustee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the Trustee’s successors, transferees and permitted assigns).

The Issuer and the Trustee are collectively referred to in this Deed as the “**Parties**” and individually as a “**Party**”.

### WHEREAS:

- (A) The authorised, issued, subscribed and paid up share capital of the Issuer as on the date of this Deed is as follows:

<b>Authorised Capital</b>	INR 5,00,000 divided into 50,000 equity shares of nominal value INR 10 each.
<b>Issued, Subscribed and Paid Up Capital</b>	INR 5,00,000 divided into 50,000 equity shares of nominal value INR 10 each.

- (B) The Issuer is currently engaged *inter alia* in the business of construction and development of properties.
- (C) Pursuant to the resolution of the board of directors of the Issuer dated June 16, 2021, and pursuant to the Offer Letter (*defined herein below*) to be issued by the Issuer, the Issuer, proposes to issue and allot up to 800 (eight hundred only) unrated, unlisted, collateralized, redeemable, non-convertible debentures of a nominal value of INR 10,00,000 (Indian Rupees ten lakhs only) each on a private placement basis for an aggregate principal amount of up to INR 80,00,00,000 (Indian Rupees eighty crores only) and has identified the investors who will be subscribing to the Debentures (*defined herein below*). The shareholders of the Issuer have, by way of a special resolution dated June 24, 2021, authorised the issue of non-convertible

debentures on a private placement basis up to an overall aggregate principal amount of up to INR 80,00,00,000 (Indian Rupees eighty crores only).

- (D) The Trustee is registered with SEBI as a debenture trustee under the SEBI (Debenture Trustee) Regulations, 1993 and pursuant to the letter bearing reference no. 26345/ITSL/OPR/CL/20-21/DEB/1633 dated March 30, 2021 has agreed to act as a debenture trustee, in trust for the benefit of the Debenture Holders (*defined herein below*). The Trustee and the Issuer have entered into a Debenture Trustee Agreement (*defined herein below*) whereby the Issuer has appointed the Trustee and the Trustee has agreed to be appointed as debenture trustee for the benefit of the Debenture Holders and for purposes related thereto, including for holding the Security (*defined herein below*) to be created, *inter alia*, by the relevant Obligors in favour of the Trustee (or any other Person appointed or nominated by the Trustee) to secure the payment and other obligations of the Issuer and any other Obligors (*defined herein below*) in respect of the Debentures (*defined herein below*). Under the Debenture Trustee Agreement, the Parties have also agreed to execute this Deed in compliance with the provisions of the Act.
- (E) This Deed sets out the terms and conditions on which the Debentures are being issued, the rights, duties and powers of the Trustee and the terms and conditions on which the Secured Property (*defined herein below*) are to be held and administered by the Trustee for the benefit of the Secured Parties (*defined herein below*).

**IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS UNDER:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1** In this Deed, the expressions listed below shall have the following meanings:

“**Account Bank**” means (i) in relation to the Issuer, HDFC Bank Limited acting through its branch at Ground Floor, Industry House, Opp Ramon House, 159 H T Parekh Marg, Churchgate, Mumbai, Maharashtra – 400020, India; and (ii) in relation to any other Obligor (other than the Issuer), the meaning ascribed to the term under the relevant Transaction Documents executed by that Obligor;

“**Accounts Agreement**” means: (i) in relation to SVEPL, the agreement executed or to be executed between, *inter alia*, SVEPL, the Account Bank and the Trustee for operation of the Escrow Account(s) and other accounts of SVEPL as set out therein, in the form and manner acceptable to the Trustee; and (ii) in relation to any other Obligor (other than SVEPL), the meaning ascribed to the term under the relevant Transaction Documents executed by that Obligor;

“**Accrued Premium**” means, in respect of a Debenture, for each Compounding Period, the premium accruing on the outstanding Relevant Amount at the Accrued Premium Rate for that Compounding Period;

“**Accrued Premium Rate**” in respect of each Debenture, means a rate of 3.75% (three point seven five per cent) per annum;

“**Act**” means the Companies Act, 1956, to the extent still applicable or the Companies Act, 2013, to the extent notified as being effective, as the case may be

(including all rules, circulars, clarifications and regulations issued pursuant thereto, from time to time);

**“Additional Security”** means any additional collateral as Security for the Debt, the nature, ranking and method of valuation of which is acceptable to the Trustee (acting in accordance with Relevant Instructions) and with an aggregate value (of an amount in Indian Rupees calculated in accordance with the agreed method of valuation) sufficient to ensure that, after taking into account such Additional Security, the Issuer shall ensure compliance with the LTV Ratio and all other obligations under the Transaction Documents.

**“Affiliate”** means, in relation to any person:

- (a) with respect to any Person other than a natural Person: (i) any other Person that is directly or indirectly, through one or more intermediate Persons, Controlling, Controlled by, or under common Control of such Person; and (ii) any shareholders, directors, officers, key management employees of such Person and any of the Persons set out in paragraph (b) below with respect to such shareholders, directors, officers, key management employees;
- (b) with respect to any natural Person: (i) any other Person that is a Relative of such Person; and (ii) any Person that is directly or indirectly, through one or more intermediate Persons, Controlled by, or under common Control of or otherwise affiliated with such Person or the Relative of such Person; and
- (c) with respect to any Debenture Holder: any general partner or limited partner of an investment fund controlling that Debenture Holder, or the fund manager managing, and investment manager of, such investment fund (as applicable);

**“AMC”** means any asset management company as set out under the Deed of Hypothecation of the Issuer, or such other asset management company that is approved, in writing, by the Trustee;

**“Anti-Corruption Laws”** means, without limitation, the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, the Prevention of Corruption Act, 1988, the Indian Penal Code, 1860 and other similar legislation in other jurisdictions as applicable in relation to anti-corruption related provisions/laws;

**“Anti-Money Laundering and Anti-Terrorism Financing Laws”** means the Indian Prevention of Money Laundering Act of 2002, the United States Currency and Foreign Transaction Reporting Act of 1970 (commonly known as the Bank Secrecy Act), as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), United Nations (Anti-Terrorism) Regulations as applicable, and any other applicable anti-money laundering or anti- terrorism financing laws in which any Obligor or the Group is incorporated or domiciled (as the case may be) and of all jurisdictions in which each of the Obligors and the Group conducts business, the rules and regulations thereunder and any related or similar

rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority;

**“Applicable Law”** means any statute, national, state, provincial, local, municipal, foreign, international, multinational or other law, treaty, code, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Deed or at any time thereafter;

**“Application Form”** means the application form set out in the Offer Letter for subscribing to the Debentures;

**“Appointee”** has the meaning ascribed to it in paragraph (f) of Clause 9.5 (*Other rights of the Trustee*);

**“Articles”** means, with respect to the Issuer, the articles of association of the Issuer;

**“Assets”** means assets or properties of every kind, nature, character and description (whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise) as operated, hired, rented, owned or leased by a Person from time to time, including cash, cash equivalents, receivables, securities, accounts and note receivables, real estate, land, building, plant and machinery, equipment, patents, copyrights, domain names, trademarks, brands and other intellectual property, raw materials, inventory, furniture, fixtures and insurance;

**“Authorization”** means any consent, registration, filing, agreement, notarization, certificate, license, approval, permit, authority or exemption from, by or with any Governmental Authority, whether given by express action or deemed given by failure to act within any specified time period and all corporate, creditors’ and shareholders’ approvals or consents;

**“Business Day”** means a day (other than a Saturday or Sunday or any other day which is a public holiday) on which banks are open for business generally in Mumbai, India;

**“Cash Amount”** in respect of a Debenture, for each Coupon Period, shall have the meaning ascribed to the term under Clause 2.7(ii) (*Cash Amount and Accrued Premium*);

**“Cash Coupon Rate”** in respect of a Debenture, means 12.00% (twelve per cent.) per annum;

**“CDSL”** means the Central Depository Services (India) Limited;

**“Chairman”** has the meaning ascribed to it under paragraph (a) of Clause 7 of Schedule I (*Provisions for the meetings of the Debenture Holders*);

**“Change of Control”** means:



- (a) SPCPL ceases to own (directly) at least 99.98% (ninety nine point nine eight per cent.) of the total issued voting equity share capital of the Issuer (calculated on a fully diluted basis) and/or ceases to Control the Issuer;
- (b) the Parent ceases to own (directly) at least 99.99% (ninety nine point nine nine per cent.) of the total issued voting equity share capital of PREPL (calculated on a fully diluted basis) and/or ceases to Control PREPL;
- (c) SPCPL ceases to own (directly) at least 99.98% (ninety nine point nine eight per cent.) of the total issued voting equity share capital of the Parent (calculated on a fully diluted basis) and/or ceases to Control the Parent;
- (d) SPCPL ceases to own (directly or indirectly) at least 99.98% (ninety nine point nine eight per cent.) of the total issued voting equity share capital of PREPL (calculated on a fully diluted basis) and/or ceases to Control PREPL;
- (e) SPCPL ceases to own (directly) at least 99.96% (ninety nine point nine six per cent.) of the total issued voting equity share capital of SVEPL (calculated on a fully diluted basis) and/or ceases to Control SVEPL;
- (f) SPCPL ceases to own (directly or indirectly) at least 49.05% (forty nine point zero five per cent.) of the total issued voting equity share capital of HPL (calculated on a fully diluted basis) and/or ceases to Control HPL; and/or

Provided however that any transfer of shares of any Obligor and/or the Parent within the Shapoorji Pallonji Group shall not constitute a Change of Control so long as Sponsor 1 and/or Sponsor 2 (whether individually or collectively) Control (directly or indirectly) such Obligor and/ or the Parent (as the case may be);

**“Charter”** means, with respect to a company, its memorandum and articles of association;

**“CIBIL”** means Transunion CIBIL Limited and any successor entity thereof;

**“Compounding Period”** means, in relation to the Debentures, each period determined in accordance with Clause 2.8 (*Compounding Period*);

**“Consolidated”** or **“Consolidated Basis”** means with respect to any financial statements to be provided, or any financial calculation to be made, under or for the purposes of this Deed and any other Transaction Document the method referred to in paragraph (c) of Clause 1.2 (*Financial Calculations*); and the entities whose accounts are to be consolidated with the accounts of the relevant Obligor are all the Subsidiaries of that Obligor;

**“Control”** shall have the meaning given to the term under the Act and the terms **“Controlled”** or **“Controlling”** shall be construed accordingly;

**“Corporate Guarantee”** means the deed of guarantee to be executed by SVEPL in favour of the Trustee for guaranteeing the Debt. It is clarified that the Corporate Guarantee shall not have any direct payment obligations on SPCPL;

**“Coupon Payment Date”** means the last date of each Coupon Period;

**“Coupon Period”** means, in relation to the Debentures, each period determined in accordance with Clause 2.8 (*Coupon Period*);

**“COVID Framework”** means collectively the (a) circular dated August 06, 2020 bearing reference RBI/2020-21/16 DOR.No.BP.BC/3/21.04.048/2020-21 on ‘Resolution Framework for COVID-19 related Stress’, issued by the RBI; and (b) circular dated September 7, 2020 bearing reference no. RBI/2020-21/34 DOR.No.BP.BC/13/21.04.048/2020-21 on ‘Resolution Framework for COVID-19-related Stress – Financial Parameters’ issued by the RBI; each as amended by the RBI;

**“CP Completion Notice”** has the meaning ascribed to it under paragraph (b) of Clause 4.1 (*Conditions Precedent*);

**“Credit Information”** has the meaning ascribed to it in paragraph (a) of Clause 12.10 (*Disclosure of information*);

**“Credit Information Company”** means CIBIL, and/or any other credit information company under the Credit Information Companies (Regulation) Act, 2005;

**“Cut-off Date”** means the date falling 45 (forty-five) days from the date of this Deed or such later date as may be agreed in writing by the Issuer and the Trustee (acting in accordance with Relevant Instructions) from time to time;

**“Debentures”** means up to 800 (eight hundred only) unrated, unlisted, collateralized, redeemable, non-convertible debentures of a nominal value of INR 10,00,000 (Indian Rupees ten lakhs only) each at par on a private placement basis for an aggregate principal amount of up to INR 80,00,00,000 (Indian Rupees eighty crores only) in dematerialised form in a single tranche and a single series constituted by, and issued pursuant to the terms of this Deed and in accordance with the terms and conditions set out in the Offer Letter;

**“Debenture Holders”** means the persons who are, for the time being and from time to time, the holders of the Debentures and whose names are registered as the holder of a Debenture in the register of Debenture Holders maintained pursuant to Clause 2.15 (*Register of Debenture Holders*), and **“Debenture Holder”** means each such person. *Provided that*, in relation to the Original Debenture Holders and only for so long as their names have not been registered as the holder of a Debenture in the register of Debenture Holders maintained pursuant to Clause 2.15 (*Register of Debenture Holders*), such term shall also include the Persons who have duly signed and delivered the Application Form to the Issuer for subscribing to the Debentures;

**“Debenture Trustee Agreement”** means the agreement entered into between the Trustee and the Issuer on or about the date of this Deed for the appointment of the Trustee as debenture trustee for the benefit of the Debenture Holders;

**“Debenture Trustee Regulations”** means the SEBI (Debenture Trustee Regulations), 1993, as amended, replaced or substituted from time to time;

**“Debt”** means the aggregate of the Nominal Value, the accrued but unpaid Cash Amount, the accrued but unpaid Accrued Premium, the Default Interest, Make Whole Amount (if any), and any or all other costs, fees, charges, interest, expenses and all present and future moneys, debts and liabilities due, owing or incurred from time to time by any Obligor to any Secured Party under or in connection with the Debentures, this Deed or any other Transaction 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);

**“Deed of Hypothecation”** means (i) in relation to the Issuer, the deed of hypothecation to be executed by the Issuer for creating Security over the relevant Hypothecated Property in favour of the Trustee (for the benefit of the Debenture Holders) in the manner and with the ranking and priority set out therein; and (ii) in relation to any other Obligor, the deed of hypothecation to be executed by that Obligor for creating Security over the relevant Hypothecated Property in favour of the Trustee (for the benefit of the Debenture Holders) in the manner and with the ranking and priority set out therein;

**“Deemed Date of Allotment”** means the date set out in the Offer Document as the pay in date(s) on which each applicant for the Debentures makes the payment to the Issuer in the Issue Proceeds Account for the Debentures to be allotted to such applicant;

**“Default”** means an Event of Default or any event or circumstance specified in Clause 7 (*Events of Default and Remedies*) (other than Clause 7.2 (*Consequences of Event of Default*), and Clause 7.3 (*Rights to disclose and publish the names of the Obligors and its directors as defaulters*)) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Transaction Documents or any combination of any of the foregoing, if applicable) be an Event of Default;

**“Default Interest”** means, for any period, the amount of interest payable, calculated at the Default Rate, in accordance with Clause 2.9 (*Default interest and other payments*) of this Deed;

**“Default Rate”** means a rate of 2% (two per cent.) per annum over and above the sum of applicable (a) the Accrued Premium Rate; and (b) the Cash Coupon Rate;

**“Depositories Act”** means the (Indian) Depositories Act, 1996;

**“Depository”** means NSDL and/or CDSL, as the context requires;

**“Designated Account”** means, in respect of a Debenture Holder, the account of that Debenture Holder maintained with a scheduled commercial bank in India which that Debenture Holder has notified to the Trustee and / or Issuer (as applicable) for crediting all payments in respect of the Debentures under this Deed and the other Transaction Documents;

**“Disposal”** means a sale, transfer grant or any other disposal by an Obligor of all or any part of the relevant Mortgaged Properties (excluding any leases granted to tenants legally entitled to occupy the relevant parts of the Mortgaged Properties

pursuant to the relevant lease agreements executed by the relevant Obligor with such tenants), whether voluntary or involuntary and whether by a single transaction or series of transactions, in each case, subject to the prior written consent of the Trustee;

**“Disposal Proceeds”** means the consideration received or receivable by the Obligor for any Disposal of all or any part of the relevant Mortgaged Properties of such Obligor made by it after deduction of:

- (a) any reasonable expenses which are incurred by such Obligor with respect to that Disposal; and
- (b) any Tax incurred and required to be paid by such Obligor in connection with that Disposal (as reasonably determined by it, on the basis of existing rates and taking account of any available credit, deduction or allowance),

*provided* that the expenses and Taxes referred under paragraph (a) and (b) shall not exceed INR 22,00,00,000 (Indian Rupees twenty two crores only) or any other amount as approved (in writing) by the Trustee.

**“Dispute”** has the meaning ascribed to it in Clause 13.2 (*Jurisdiction*);

**“Distributions”** means in relation to any DSRA Units, all present and future:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that DSRA Unit;
- (b) rights, money or other assets accruing or offered in respect of that DSRA Unit (whether pursuant to redemption, exchange or otherwise in any manner whatsoever);
- (c) all rights attaching to, deriving from or exercisable by virtue of the ownership of any of the DSRA Units; and
- (d) allotments, offers and rights accruing or offered in respect of that DSRA Unit,

in each case, excluding the interest accruing from time to time on such DSRA Units;

**“DRR”** has the meaning ascribed to it in paragraph (a) of Clause 2.17 (*Debenture Redemption Reserve*);

**“DRR Regulations”** means the Act, the Companies (Share Capital and Debenture) Rules, 2014 (as amended from time to time) and any other regulation or guidelines issued by any Governmental Authority in respect of creation of debenture redemption reserve applicable to the Debentures;

**“DSRA Required Balance”** means on any day, an amount equal to the aggregate amount of Cash Amount payable under the Transaction Documents for the immediately next 1 Financial Quarter;

**“DSRA Units”** means the Units purchased and held by the Issuer for complying with its obligations set out in Paragraph 13 of Part A (*General Undertakings*) of Schedule V (*Covenants*) of this Deed and the Deed of Hypothecation of the Issuer;

**“Due Date”** means any date on which any amount (including the Debt or a part thereof) is due and payable by the Issuer or any other Obligor to the Secured Parties pursuant to and in accordance with the Transaction Documents;

**“Early Redemption Amount”** means in respect of a Debenture being redeemed on an Early Redemption Date: the Nominal Value, Default Interest (if any), the Make Whole Amount (if any), the relevant Cash Amount accrued on that Debenture but unpaid since the last Coupon Payment Date and until (and including) the proposed date of redemption of that Debenture, the Accrued Premium accrued on that Debenture but unpaid together with all other amounts (including other costs, expenses and indemnified amounts payable by the Issuer) payable by the Issuer under the Transaction Documents or otherwise in respect of that Debenture;

**“Early Redemption Date”** means any date prior to the Final Redemption Date on which the Debentures are required to be redeemed in accordance with this Deed pursuant to the occurrence of an Event of Default or pursuant to a Voluntary Redemption Event or pursuant to a Mandatory Redemption Event;

**“Eligible Mutual Fund(s)”** means any mutual fund(s) as more particularly set out in the Deed of Hypothecation of the Issuer, or such other mutual funds that are approved, in writing, by the Trustee;

**“Encumbrance”** means any Security, quasi-security, Non Disposal Arrangement, claim, option, power of sale in favour of a third party, retention of title, lock-in, vendor’s lien, right of pre-emption, right of first refusal or other third party right or security interest (whether arising under law or by agreement) or an agreement, arrangement or obligation to create any of the foregoing and **“Encumbered”** or **“Encumber”** shall be construed accordingly;

**“Environmental or Social Approval”** means any Authorization required by an Environmental or Social Law;

**“Environmental or Social Claim”** means any claim by any person in connection with:

- (a) a breach, or alleged breach, of an Environmental or Social Law; or
- (b) any accident, fire, explosion or other event of any type involving an emission or substance which is capable of causing harm to any living organism or the environment;

**“Environmental or Social Law”** means any applicable law or regulation concerning:

- (a) occupational health and safety;
- (b) community welfare, and/or land or property rights;

- (c) the pollution or protection of the environment; or
- (d) any emission or substance which is capable of causing harm to any living organism or the environment;

**“Escrow Account(s)”** means (i) in relation to SVEPL, the account bearing number 915020003206479 established by SVEPL with the Account Bank; and/or (ii) in relation to any other Obligor (other than SVEPL), one or more escrow account(s) (and any sub accounts thereto) established or to be established by such Obligor with the relevant Account Bank, in each case in relation to the relevant Mortgaged Properties in accordance with the terms of the relevant Accounts Agreement and the other Transaction Documents;

**“ESG”** means environmental, social and corporate governance;

**“ESG Questionnaire”** means the ESG diligence questionnaire in form provided to each Obligor by the Original Debenture Holders from time to time.

**“Event of Default”** has the meaning ascribed to it in Clause 7.1 (*Events of Default*);

**“Excluded Intercompany Receivables”** means receivables of the Issuer in relation to the inter-company loans and deposits provided by the Issuer to any of the Issuer Affiliates as of March 31, 2021.

**“Existing Debt”** means (i) in relation to the Issuer, the Existing Issuer Debt; (ii) in relation to HPL, the Existing HPL Debt; (ii) in relation to SVEPL, the Existing SVEPL Debt; and (iii) in relation to PREPL, the Existing PREPL Debt, or either one of them as the context may require;

**“Existing HPL Debt”** means the existing indebtedness of HPL as on the date of this Deed as more particularly set out in Schedule VI (*Existing Debt and Existing Lenders*);

**“Existing Issuer Debt”** means the existing indebtedness of the Issuer as on the date of this Deed as more particularly set out in Schedule VI (*Existing Debt and Existing Lenders*);

**“Existing PREPL Debt”** means the existing indebtedness of PREPL as on the date of this Deed as more particularly set out in Schedule VI (*Existing Debt and Existing Lenders*);

**“Existing SVEPL Debt”** means the existing indebtedness of SVEPL as on the date of this Deed as more particularly set out in Schedule VI (*Existing Debt and Existing Lenders*);

**“Existing HPL Lenders”** means existing lenders of HPL as on the date of this Deed as more particularly set out in Schedule VI (*Existing Debt and Existing Lenders*);

**“Existing PREPL Lenders”** means existing lenders of PREPL as on the date of this Deed as more particularly set out in Schedule VI (*Existing Debt and Existing Lenders*);

**“Existing SVEPL Lenders”** means existing lenders of SVEPL as on the date of this Deed as more particularly set out in Schedule VI (*Existing Debt and Existing Lenders*);

**“Existing Lease Agreements”** mean the lease agreements executed with SVEPL as on the date of this Deed, as more particularly described under Schedule XII (*Lessees and Lease Agreements*) of this Deed;

**“Existing Lenders”** mean (i) in relation to HPL, the Existing HPL Lenders; (ii) in relation to SVEPL, the Existing SVEPL Lenders; and (iii) in relation to PREPL, the Existing PREPL Lenders, or either one of them as the context may require;

**“Final Redemption Amount”** means in respect of a Debenture: the Nominal Value, Default Interest (if any), the relevant Cash Amount accrued on that Debenture but unpaid since the last Coupon Payment Date and until (and including) the proposed date of redemption of that Debenture, the Accrued Premium accrued on that Debenture but unpaid, together with all other amounts (including other costs, expenses and indemnified amounts payable by the Issuer) payable by the Issuer under the Transaction Documents or otherwise in respect of that Debenture on the Final Redemption Date;

**“Final Redemption Date”** means the date falling 48 months from the SVEPL Deemed Date of Allotment;

**“Final Settlement Date”** means the date on which the entire Debt has been unconditionally and irrevocably repaid and discharged to the satisfaction of the Secured Parties and confirmed by the Secured Parties in writing of the same;

**“Financial Covenants”** means the financial covenants set out under Part D (*Financial Covenants*) of Schedule V (*Covenants*) and/or any other Transaction Documents;

**“Financial Covenant Testing Dates”** in relation to (a) financial covenants set out under Part D (*Financial Covenants*) of Schedule V (*Covenants*), shall have the meaning ascribed to the term “Testing Date” under Part D (*Financial Covenants*) of Schedule V (*Covenants*); (b) financial covenants set out under Schedule VII (*Financial Covenants*) of the PREPL Undertaking, shall have the meaning ascribed to the term “Financial Covenant Testing Dates” under Schedule VII (*Financial Covenants*) of the PREPL Undertaking;

**“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 GAAP, be treated as a finance or capital

lease, and which for the avoidance of doubt excludes an operating 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 under GAAP;
- (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);
- (h) shares which are expressed to be redeemable or shares which are the subject of a put option or any form of guarantee;
- (i) any payment obligation under any guarantee or any put option in respect of any shares;
- (j) any counter-indemnity obligation in respect of an issued and/or outstanding guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (k) the amount of any payment obligation in respect of:
  - (i) any put option, shortfall undertaking, support undertaking, guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above; or
  - (ii) any letter of comfort or keep fit letter for any of the items referred to in paragraphs (a) to (j) above (other than letters of comfort or keep fit letters which pertain to mere awareness of the items referred to in paragraphs (a) to (j) above);

**“Financial Quarter”** means a period commencing on the day immediately following one Quarter End Date and ending on (and including) the next Quarter End Date;

**“Financial Year”** means the accounting year commencing each year on April 1<sup>st</sup> and ending on the following March 31<sup>st</sup>, or such other period as Trustee (acting in accordance with Relevant Instructions), from time to time designates as its accounting year;

**“GAAP”** means generally accepted accounting principles, standards and practices in India;

**“Governmental Authority”** means any:

- (a) government (central, state or otherwise) or sovereign state;
- (b) any governmental agency, semi-governmental or judicial or quasi-judicial or regulatory or administrative entity, department or authority, or any political subdivision thereof; or



(c) international organization, agency or authority,

including, without limitation, any stock exchange or any self-regulatory organisation, established under any Applicable Law;

**“Group”** means each of SPCPL and the Parent;

**“Holding Company”** has the meaning ascribed to the term under the Act;

**“HPL”** means Honcho Properties Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with corporate identification number U45202MH2011PLC212822 and having its registered office at 70, Nagindas Master Road, Fort, Mumbai, Maharashtra - 400 023;

**“IBC”** means the Insolvency and Bankruptcy Code, 2016 and all rules and regulations prescribed thereunder;

**“Indemnified Party”** has the meaning ascribed to it in paragraph (a) of Clause 11 (*Indemnity*);

**“Indian Rupees”** or **“INR”** means the lawful currency for the time being of India;

**“Information Utility”** means an information utility formed and registered with the Insolvency and Bankruptcy Board of India under the IBC and the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017;

**“Initial DSRA Units”** shall have the meaning ascribed to the term “Initial Charged Units” under the Deed of Hypothecation executed by the Issuer;

**“Insurance Contracts”** means the insurance contracts entered into by the Obligors to insure the Mortgaged Properties against insurable risks required to be obtained for a project of this nature in accordance with the industry practice including for the purposes of covering any contractor’s risk, commercial general liability, crime insurance fire, earthquake and STFI (standard fire and allied perils) risk to any part of the Mortgaged Properties or to the extent applicable to any part of the Mortgaged Properties and any other insurance policies entered into by any of the Obligors in connection with the Secured Property or any of them;

**“Insurance Proceeds”** means any amount received by the relevant Obligors from insurers or reinsurers under any Insurance Contract of that Obligor in relation to all or any part of the Secured Property (including the Mortgaged Properties), including proceeds of claims, return of premiums and *ex gratia* payments;

**“Intellectual Property”** means all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, databases, copyrights, licences, franchises, formulae, designs, rights of confidential information and all other intellectual property;

**“Intellectual Property Rights”** means all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and

including all applications for the same);

**“ISIN”** means International Securities Identification Number;

**“Issue”** means the issue of the Debentures in accordance with the terms of this Deed and the Offer Letter;

**“Issue Proceeds Account”** means the account of the Issuer bearing number 57500000216261 opened with Account Bank;

**“Issuer Affiliate”** means the Group, each of its Affiliates, any trust of which the Group or any of its Affiliates is a trustee, any partnership of which the Group or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control (either directly or indirectly) of, the Group or any of its Affiliates;

**“Hypothecated Property”** means as the context may require or permit,

(a) in relation to the Issuer:

- (i) all and any of the present and future Intercompany Receivables of the Issuer other than the Excluded Intercompany Receivables and all present and future right, title and interest of the Issuer in and to such Intercompany Receivables of the Issuer, other than the Excluded Intercompany Receivables;
- (ii) all rights, title and interest of the Issuer to all bank accounts of the Issuer (including, without limitation, the Issue Proceeds Account) and the amounts held or standing to the credit of, or accrued or accruing in such accounts together with all the moneys, securities, fixed deposits, instruments, investments and other properties deposited in, credited to, created from, or required to be deposited in, credited to, or created from such accounts and proceeds of all such securities, fixed deposits, instruments, investments and other properties; and
- (iii) all rights, title and interest of the Issuer to DSRA Units and the Distributions in connection therewith,

in each case, as more particularly described under the relevant Deed of Hypothecation;

(b) in relation to any other Obligor (other than the Issuer), shall have the meaning ascribed to the term under the relevant Transaction Documents executed by that Obligor;

**“Hypothecation Power of Attorney”** means each irrevocable power of attorney to be issued by the Issuer and/or any other Obligor in favour of the Trustee pursuant to the relevant Deed of Hypothecation;

**“Intercompany Receivables”** means,

(a) in relation to the Issuer, means, at any time:

- (i) all amounts due, owing, accrued, payable to, or to be received by the Issuer from any Issuer Affiliate;
  - (ii) all amounts which may at any time become due, owing, accrued, payable to or to be received by the Issuer;
  - (iii) all claims, indemnities, guarantees, letters of credit, bonds, judgments, awards;
  - (iv) all book debts; and
  - (v) all cash flows and proceeds (including any proceeds in any bank account fixed deposit, investment or in any other form),
- in respect of any loans, deposit or advances or any kind of indebtedness made or provided by the Issuer to any of the Issuer Affiliates;
- (b) in relation to any other Obligor (other than the Issuer), shall have the meaning ascribed to the term under the relevant Transaction Documents executed by that Obligor;

**“Lease Agreement(s)”** shall mean, in relation to the Mortgaged Properties of SVEPL, any agreement, letter of intent, memorandum of understanding including without limitation any lease agreement, leave and license agreement, lease deed, and/or any other agreement for grant of use of (on a leasehold basis) or lease or license of the Mortgaged Properties of SVEPL or any part thereof (as amended or revised from time to time), by whichever name called, entered into by SVEPL as the lessor as on the date of this Deed and such other Lease Agreements as may be entered into by SVEPL from time to time (and for the avoidance of doubt include the Existing Lease Agreements).

**“Lessee(s)”** shall mean the Person(s) who are the counter parties to the Lease Agreements.

**“Letter of Approval”** means the letter dated May 22, 2008 bearing no. F/2/7/2005-EPZ issued by the Ministry of Commerce and Industry - Department of Commerce in favour of SVEPL and acknowledging it as a ‘co-developer’ of the leasehold portion of the Mortgaged Properties of SVEPL, under the Special Economic Zones Act, 2005 and the rule and regulations framed thereunder;

**“Letter of Comfort”** means a letter to be executed by SPCPL in favour of the Trustee within the timelines prescribed under paragraph 23 of Schedule III (*Conditions Subsequent*) as may be agreed and acceptable to the Trustee;

**“LTV Ratio”** means on any Valuation Date the ratio expressed in percentage terms of:

- (a) the aggregate amount of the Nominal Value, the accrued but unpaid Cash Amount and the accrued but unpaid Accrued Premium in relation to the Debentures as at 5 p.m. on that day;

divided by

- (b) the value (expressed in INR) of the Mortgaged Properties of HPL charged favour of the Trustee to secure the Debentures;

**“Majority Resolution”** has the meaning ascribed to it in Paragraph 22 of Schedule I (*Provisions for the meetings of the Debenture Holders*);

**“Make Whole Amount”** means as the context may require or permit:

- (a) in the event of a redemption of a Debenture on an Early Redemption Date pursuant to a Specified Event of Default or a Voluntary Redemption Event or a Mandatory Redemption Event (other than as set out under sub-clause (ii) hereinbelow), the difference between (i) the aggregate amount of the Cash Amount and Accrued Premium accrued and payable from (and including) the Deemed Date of Allotment up to (and including) the date falling 36 (thirty six) months after the Deemed Date of Allotment; and (ii) the aggregate amount of the Cash Amount and Accrued Premium accrued and payable from (and including) the Deemed Date of Allotment up to that Early Redemption Date;
- (b) in the event of a redemption of a Debenture on a Mandatory Redemption Event pursuant to a Disposal, the difference between (i) the aggregate amount of the Cash Amount and Accrued Premium accrued and payable from (and including) the Deemed Date of Allotment up to (and including) the date falling 18 (eighteen) months after the Deemed Date of Allotment; and (ii) the aggregate amount of the Cash Amount and Accrued Premium accrued and payable from (and including) the Deemed Date of Allotment up to that Early Redemption Date;

**“Management and Administration Rules”** means the Companies (Management and Administration) Rules, 2014, as may be amended from time to time;

**“Mandatory Redemption Amount”** means, in respect of a Debenture being redeemed on a Mandatory Redemption Date: the Nominal Value, Default Interest (if any), the Make Whole Amount (if any) and the relevant Cash Amount accrued on that Debenture but unpaid since the last Coupon Payment Date and until (and including) the proposed date of redemption of that Debenture, the Accrued Premium accrued on that Debenture unpaid together with all other amounts (including other costs, expenses and indemnified amounts payable by the Issuer) payable by the Issuer under the Transaction Documents or otherwise in respect of that Debenture;

**“Mandatory Redemption Date”** means any date prior to the Final Redemption Date on which the Debentures are required to be redeemed in accordance with this Deed pursuant to the occurrence of a Mandatory Redemption Event;

**“Mandatory Redemption Event”** means, the occurrence of any of Mandatory Redemption Event - Disposal, Mandatory Redemption Event - Illegality, Mandatory Redemption Event – Change of Control, Mandatory Redemption Event - One-Time Resolution Plan, Mandatory Redemption Event – Transfer of Shares and/or Mandatory Redemption Event – Insurance Proceeds.

**“Mandatory Redemption Event – Change of Control”** means a Change of Control;

**“Mandatory Redemption Event - Disposal”** means a Disposal;

**“Mandatory Redemption Event – Illegality”** means if, at any time, it is, becomes or will become unlawful or contrary to any regulation in any applicable jurisdiction for a Debenture Holder to fund or maintain its investment in the Debentures and/ or to undertake or perform its obligations or transactions (or any part thereof in terms of security) contemplated under any Transaction Document;

**“Mandatory Redemption Event - Insurance Proceeds”** means receipt of any Insurance Proceeds by any Obligor;

**“Mandatory Redemption Event – One-Time Resolution Plan”** means the failure to implement One-Time Resolution Plan no later than September 30, 2021;

**“Mandatory Redemption Event – Transfer of Shares”** means the sale, transfer, disposal and/or Encumbrance (by whatever name called) of any share of SVEPL by SPCPL or any other person permitted to be a shareholder of SVEPL in accordance with this Deed including any enforcement action initiated by any person in whose favour Encumbrance is created over the shares of SVEPL;

**“Material Adverse Effect”** means a material adverse effect on or a material adverse change on:

- (a) any Obligor, its assets, properties, business prospects or financial condition;
- (b) the implementation of, or the carrying on of, the business or operations of any Obligor;
- (c) the ability of any Obligor to perform and comply with its obligations under any Transaction Document;
- (d) the validity, legality or enforceability of, or the rights or remedies of any Secured Party under any Transaction Document; or
- (e) the validity, legality or enforceability of any Security expressed to be created pursuant to any Transaction Document or on the priority and ranking of any of such Security;
- (f) the credit-worthiness of any Obligor; or
- (g) the Secured Property;

**“Mortgage Documents”** means (i) in relation to HPL, the documents to be executed by HPL; (ii) in relation to SVEPL, the documents to be executed by SVEPL; and (iii) in relation PREPL, the documents to be executed by PREPL, in each case for creating, recording or evidencing creation of the mortgage over the relevant Mortgaged Properties in favour of the Trustee (or any other Person appointed or nominated by the Trustee), to secure the Debt in the form and manner acceptable to the Trustee and to the satisfaction of the Trustee;

**“Mortgaged Properties”** means as the context may require or permit:

- (a) in relation to HPL, the properties to be mortgaged by HPL in accordance with the timelines set out under paragraph 16 of Schedule II (*Conditions Precedent*) hereto in favour of the Trustee to secure the Debt, as more particularly set out in Part A of Schedule IX (*Details of Mortgaged Properties*) hereto together with all present and future buildings, structures, fixtures, erections and constructions of every description as more particularly set out under the relevant Mortgage Documents;
- (b) in relation to SVEPL, the properties to be mortgaged by SVEPL in accordance with the timelines set out under paragraph 16 of Schedule II (*Conditions Precedent*) hereto in favour of the Trustee (or any other Person appointed or nominated by the Trustee) to secure the Debt, as more particularly set out in Part B of Schedule IX (*Details of Mortgaged Properties*) hereto together with all present and future buildings, structures, fixtures, erections and constructions of every description as more particularly set out under the relevant Mortgage Documents
- (c) in relation to PREPL, the properties to be mortgaged by PREPL, in accordance with the timelines set out under the PREPL Undertaking, in favour of the Trustee to secure the Debt, as more particularly set out in Schedule V (*Description of PREPL Mortgaged Properties*) of the PREPL Undertaking, together with all present and future buildings, structures, fixtures, erections and constructions of every description as more particularly set out under the relevant Mortgage Documents;

**“Negative List of Persons”** means the list of specified Persons as set out under the Schedule X (*Negative List of Persons*);

**“Nominal Value”** means INR 10,00,000 (Indian Rupees ten lakhs only) being the nominal value of each Debenture;

**“Nominee Director”** has the meaning ascribed to it in Clause 8.1 (*Appointment and Powers of the Nominee Director*);

**“Non Disposal Arrangement”** means any third party escrow or custody arrangements, non disposal arrangements, blocking instructions, powers of attorney for sale or any arrangement having a similar effect in circumstances where the arrangement or transaction is entered into primarily as a method of assuring the payment or repayment of any Financial Indebtedness;

**“NSDL”** means the National Securities Depository Limited;

**“Obligor(s)”** means each of the Issuer, HPL, SVEPL and such other Person (except SPCPL unless specifically identified as such under any Transaction Document to the extent of its obligations under that Transaction Document) who has provided or shall provide, from time to time, any Security or any other contractual comfort or undertaking in favour of the Trustee, in respect of the Debt or is designated as an Obligor by the Trustee;

**“Offer Letter”** means the private placement offer letter cum application letter in the form specified pursuant to sub-rule (3) of Rule 14 of the Prospectus and Allotment of Securities Rules offering, by way of private placement to the Original Debenture Holder, the Debentures;

**“One-Time Resolution Plan”** means the one-time resolution plan dated March 31, 2021 formulated in respect of SPCPL in relation to its external Financial Indebtedness, pursuant to and in accordance with the COVID Framework;

**“Original Debenture Holder(s)”** mean the initial subscribers to the Debentures;

**“Original Financial Statements”** means in relation to each Obligor, its audited financial statements for financial year ended on March 31, 2020;

**“Parent”** means Shapoorji Pallonji Real Estate Private Limited (formerly known as Shapoorji Pallonji Construction Private Limited); a company incorporated and validly existing under the Companies Act, 2013, with corporate identification number U45309MH2017PTC293758 and having its registered office at SP Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai, Maharashtra – 400 005;

**“Party”** means a party to this Deed and **“Parties”** means all the parties to this Deed;

**“Permitted Indebtedness”** means, collectively:

- (a) in relation to the Issuer, (i) the Existing Issuer Debt; (ii) the Debt; (ii) any corporate guarantee to be provided by the Issuer to secure the SVEPL Debentures which does not have any direct payment obligations on SPCPL; and/or (iii) any Financial Indebtedness to be availed or incurred to repay the Debt, including any Financial Indebtedness availed from SVEPL and PREPL;
- (b) in relation to HPL, (i) the Existing HPL Debt; (ii) any Financial Indebtedness to be availed by HPL subject to compliance with the conditions specified under paragraph 22 of Schedule V (*Covenants*) of this Deed; and/or (iii) subject to compliance with the conditions specified under paragraph 22 of Schedule V (*Covenants*) of this Deed, any unsecured and subordinated Financial Indebtedness made available to HPL from a Related Party of HPL;
- (c) in relation to SVEPL, (i) the Existing SVEPL Debt; (ii) Corporate Guarantee; and/or (iii) any Financial Indebtedness to be availed or incurred to repay the “Debt” (*as defined under the SVEPL Debenture Trust Deed*) in full;
- (d) in relation to PREPL, any Financial Indebtedness availed or incurred in relation to the PREPL Vicinia Project including but not limited to (i) the Existing PREPL Debt; and/or (ii) subject to compliance of the conditions set out under paragraph 22 of Schedule V (*Covenants*) any Financial Indebtedness made available to PREPL from a Related Party of PREPL, provided that prior to execution of the Deed of Hypothecation of PREPL and/or the Mortgage Documents of PREPL (whichever is earlier), the

aggregate of the Financial Indebtedness availed or incurred in relation to the PREPL Vicinia Project shall not exceed the PREPL Debt Threshold.

It is clarified that on and from the date of execution of the Deed of Hypothecation of PREPL and/or the Mortgage Documents of PREPL (whichever is earlier), PREPL shall not be permitted to avail or incur any further Financial Indebtedness even if such further Financial Indebtedness when taken together with the then outstanding Financial Indebtedness at PREPL in relation to PREPL Vicinia Project is less than (or equal to) the PREPL Debt Threshold;

**“Permitted Investments”** shall have the meaning ascribed to the term under the Accounts Agreement.

**“Permitted Security”** means (a) in relation to the Issuer, the Security created pursuant to any Security Documents to secure the Debt and/or the Security created by the Issuer to secure the SVEPL Debentures; (b) in relation to SVEPL, the Security created pursuant to any Security Documents to secure the Debt and/or the Security created by SVEPL to secure the SVEPL Debentures; (c) in relation to HPL, the Security created pursuant to any Security Documents to secure the Debt and/or the Security created by HPL to secure the SVEPL Debentures; and (d) in relation to PREPL, (i) prior to execution of the Deed of Hypothecation of PREPL and/or the Mortgage Documents of PREPL (whichever is earlier), the security created or to be created to secure the Existing PREPL Debt, (ii) after the execution of the Deed of Hypothecation of PREPL and/or the Mortgage Documents of PREPL, Security created by PREPL to secure the Debt and/or the Security created by PREPL to secure the SVEPL Debentures, in each case over the assets pertaining to the PREPL Vicinia Project;

**“Person”** means any natural person, corporation, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, Governmental Authority or any other entity whether acting in an individual, fiduciary or other capacity;

**“Pledge Agreement”** means the share pledge agreement to be entered into after the date of this Deed in accordance with the terms of the SVEPL Debenture Trust Deed, between, *inter alia*, SPCPL and SVEPL Debenture Trustee, for creation of pledge over 99.96% (ninety nine point nine six per cent.) of the issued and paid up equity share capital of SVEPL to secure the SVEPL Debentures, as may be amended, restated, modified or supplemented from time to time in accordance with the terms thereof;

**“Pledge Power of Attorney”** means the power of attorney executed by SPCPL pursuant to the Pledge Agreement;

**“PREPL”** means Paikar Real Estates Private Limited, a company incorporated and validly existing under the Companies Act, 2013, with corporate identification number U45209MH2018PTC311099 and having its registered office at SP Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai, Maharashtra – 400 005;



**“PREPL Debt Threshold”** means in relation to PREPL Vicinia Project, the aggregate Financial Indebtedness of INR 120,00,00,000 (Indian Rupees one hundred and twenty crores);

**“PREPL Undertaking”** means an undertaking executed on or about the date of this Deed by PREPL in favour of the Trustee in terms of which PREPL shall unconditionally and irrevocably undertake to (a) provide certain covenants in relation to the Mortgaged Properties of PREPL; and (b) create Security over, inter alia, the Hypothecated Properties and Mortgaged Properties in each case of PREPL pursuant to the relevant Deed of Hypothecation and Mortgage Documents in accordance with the timelines set out under this Deed, in each case in a form and manner to the satisfaction of the Trustee;

**“PREPL Vicinia Project”** means all the unsold share, right, title and interest of PREPL in the project known as “Vicinia” being constructed on the PREPL Vicinia Project Land;

**“PREPL Vicinia Project Land”** means All that unsold  $\frac{1}{2}$  (one half) undivided share, right, title and interest of PREPL in the land admeasuring 22,627.10 square meters or thereabouts bearing Survey No. 6 (part) and Survey No. 7 (part) now bearing New CTS No.15A/1 of Village Chandivali in Greater Mumbai in the Registration Sub-District of Bandra District Mumbai Suburban and registered in the Books of the Collector of Land;

**“Proceedings”** has the meaning ascribed to it in Clause 13.2 (*Jurisdiction*);

**“Property Documents”** shall mean and include:

- (a) Lease Agreements;
- (b) Insurance Contracts, in relation to the Mortgaged Properties of SVEPL;
- (c) documents conferring and/or reflecting right, title and interest (both freehold and leasehold) of SVEPL on the Mortgaged Properties of SVEPL (including any clearances and authorizations in relation thereto);
- (d) the Letter of Approval;
- (e) any performance bonds, letter(s) of credit or other guarantees, under (a) to (d) above; and
- (f) any other agreements, documents, power of attorney or instruments entered into by SVEPL or by any Person in SVEPL’s favour in respect of the operation and maintenance and any matters in relation to the operation and maintenance, sub-lease, under-lease, license or ownership of the Mortgaged Properties of SVEPL and designated as a Property Document by the Trustee.

**“Prospectus and Allotment of Securities Rules”** means the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended from time to time;

**“Prudential Framework for Resolution of Stressed Assets”** shall mean the Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions 2019 dated June 07, 2019 and the circular dated August 06, 2020 bearing reference no. circular RBI/2020-21/16 DOR.No.BP.BC/3/21.04.048/2020-21 on ‘Resolution Framework for COVID-19 related Stress’, each issued by the RBI (as amended or modified from time to time) or any successor directions or circular thereto;

**“Quarter End Date”** means any of 31 March, 30 June, 30 September and 31 December in any year, as applicable.

**“RBI”** means the Reserve Bank of India;

**“Real Estate Business”** has the meaning ascribed to it in Foreign Exchange Management (Non-debt Instruments) Rules, 2019 Notification No.S.O.3732(E) dated October 17, 2019, as may be amended or modified from time to time;

**“Receiver”** has the meaning ascribed to it in Clause 9.10 (*Power of Trustee to appoint Receiver*);

**“Receivables”** means,

(a) in relation to SVEPL:

- (i) all amounts owing, accrued, payable to and/or received by or to be received by SVEPL (or any other person on its behalf) from any Person and which are now/may be due, owing, payable, belonging to SVEPL or which may at any time become due, owing, payable or belonging to SVEPL in connection with all or any part of the relevant Mortgaged Properties of SVEPL, including any amounts as Common Area Maintenance Charges, book debts, cash flows, fixed deposits, any tax refund or cash flow freed up by reduction of corporate tax, receivables (both present and future), any proceeds arising from the sale, lease, license, charges or rent of any units, rooms or facilities (including the commercial or retail spaces, gym, spa, pool or fitness club etc.) in relation to the Mortgaged Properties of SVEPL and/or any rent (or like) from the Mortgaged Properties of SVEPL and/or any sum receivable or other consideration, in each case, under any other agreement or document in relation to the sale, lease or license of whole or any part of the Mortgaged Properties of SVEPL or otherwise from any Person (including any Government Authority);
- (ii) the amounts received or to be received, from time to time, by SVEPL as security deposits in SVEPL in connection with all or any part of the Mortgaged Properties of SVEPL including any premium or fees (howsoever called) in relation to the lease, license or rent of any unit in or part of the Mortgaged Properties of SVEPL or otherwise in relation to the Mortgaged Properties of SVEPL (including, without limitation, premium, business center charges, gym, spa, pool and fitness club charges, licence fees and service charges);

- (iii) Insurance Proceeds received or to be received by SVEPL or any other person on its behalf in connection with all or any part of the Mortgaged Properties of SVEPL;
  - (iv) Disposal Proceeds received or to be received by SVEPL or any other person on its behalf in connection with all or any part of the Mortgaged Properties of SVEPL;
  - (v) all amounts realised from the Mortgaged Properties of SVEPL (including without limitation the proceeds from any lease, sub-leases, license or rentals of units or area in the Mortgaged Properties of SVEPL); and
  - (vi) the Intercompany Receivables of SVEPL;
- (b) in relation to any other Obligor (other than SVEPL), shall have the meaning ascribed to the term under the relevant Transaction Documents executed by that Obligor;

**“Record Date”** in respect of a Debenture means the day falling 3 (three) Business Days before any Redemption Date;

**“Redemption Amount”** means, in respect of a Debenture:

- (a) on an Early Redemption Date, the Early Redemption Amount; and
- (b) on any Scheduled Redemption Date, the relevant Scheduled Redemption Amount;

**“Redemption Date”** means as the context may permit or require, each or any of:

- (a) an Early Redemption Date; or
- (b) a Scheduled Redemption Date;

**“Related Fund”** means, in relation to a fund (the **“first fund”**), a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund;

**“Related Party”** means the board of directors or investment committee, head office, branches, representative offices, Subsidiaries, related corporations or Affiliate of any Obligor;

**“Relative”** shall have the meaning ascribed to the term under the Act;

**“Relevant Amount”** means, in respect of a Debenture:

- (a) for the first Compounding Period, the Nominal Value of that Debenture; and

- (b) for each subsequent Compounding Period, an amount that is the aggregate of the (i) Nominal Value of that Debenture; (ii) the Accrued Premium accrued and compounded on the Nominal Value of that Debenture for and until that Compounding Period; and (iii) the accrued and unpaid Cash Amount compounded on the Nominal Value of that Debenture for and until that Compounding Period;

**“Relevant Debentures”** has the meaning ascribed to it in paragraph (b)(i) of Clause 2.6 (*Redemption of the Debentures*);

**“Relevant Instructions”** means in respect of any of the matters in relation to the Debentures (including, but not limited to, for any matters in relation to rights of the Debenture Holders under the Transaction Documents), the written consent obtained from the Debenture Holders representing not less than 51% (fifty one per cent.) in value of the nominal amount of the Debentures for the time being outstanding or consent by a Majority Resolution duly passed at the meeting of the Debenture Holders convened in accordance with the provisions set out in Schedule I (*Provisions for the meetings of the Debenture Holders*);

For the avoidance of doubt, it is further clarified that for any matters in relation to the Debentures, no Debenture Holder who is an Issuer Affiliate shall be taken into account for the purposes of determining quorum and shall not have any voting rights, as more particularly set out in Schedule I (*Provisions for the meetings of the Debenture Holders*);

**“Restricted Party”** means a person that is:

- (a) listed on any Sanctions List;
- (b) located in, incorporated under the laws of, a country or territory that is the target of country-wide or territory-wide Sanctions; or
- (c) otherwise a target of Sanctions (“target of Sanctions” signifying a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities);

**“Sanctions”** means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by:

- (a) the Indian government;
- (b) the United States government;
- (c) the United Nations;
- (d) the European Union;
- (e) the United Kingdom;
- (f) the Singapore government; or

- (g) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury (“**OFAC**”), the United States Department of State, and Her Majesty’s Treasury (“**HMT**”) (together the “**Sanctions Authorities**”) laws;

“**Sanctions List**” means the “Specially Designated Nationals and Blocked Persons” list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities;

“**SARFAESI Act**” means the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;

“**Scheduled Redemption Amount**” means in respect of a Debenture, the amounts to be paid to the holder of that Debenture on a Scheduled Redemption Date, in accordance with Schedule VIII (*Scheduled Redemption Dates*), together with all other amounts (including other costs, expenses and indemnified amounts payable by the Issuer) payable by the Issuer under the Transaction Documents or otherwise in respect of that Debenture on the relevant Scheduled Redemption Date;

“**Scheduled Redemption Date**” means each redemption date set out under Schedule VIII (*Scheduled Redemption Dates*) of this Deed and, for the avoidance of doubt, includes the Final Redemption Date.

“**SEBI**” means the Securities and Exchange Board of India;

“**Secured Parties**” means the Debenture Holders and the Trustee and any Receiver appointed on behalf of any of the aforesaid Persons and “**Secured Party**” means any of them;

“**Secured Property**” means collectively the Hypothecated Property and the Mortgaged Properties and any other assets of the Issuer and/or the other Obligors or any other Person on which Security has been created, or to be created in favour of the Trustee, pursuant to the terms, conditions and timelines set out under the Transaction Documents, in each case in a form and manner acceptable to the Trustee;

“**Security**” means any mortgage, charge, pledge, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, right of set-off, counterclaim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy or any preference of one creditor over another arising by operation of Applicable Law;

“**Security Documents**” means:

- (a) the Deed(s) of Hypothecation;
- (b) the Hypothecation Power(s) of Attorney;

- (c) the Mortgage Documents;
- (d) the Security Sharing Letter;
- (e) all other documents pursuant to which Security is created or to be created by the Obligors or any other person in respect of the Debt or any part thereof including any amendments thereto and/or any other document designated as a security document by the Trustee;

**“Security Sharing Letter”** means the security sharing letter to be executed *inter alia* between the Trustee and the SVEPL Debenture Trustee *inter alia* for sharing of the Security created and/or to be created on *pari passu* basis to secure the Debentures and the SVEPL Debentures and for appointment of the SVEPL Debenture Trustee as the agent of the Trustee;

**“Shapoorji Pallonji Group”** means SPCPL and its Affiliates;

**“Share Capital and Debenture Rules”** means the Companies (Share Capital and Debentures) Rules, 2014, as may be amended from time to time;

**“SPCPL”** means Shapoorji Pallonji and Company Private Limited, a company incorporated under the Companies Act, 1913 and validly existing under the Companies Act, 2013 with corporate identification number U45200MH1943PTC003812 and having its registered office at 70, Nagindas Master Road, Fort, Mumbai, Maharashtra - 400 023;

**“Specified Event of Default(s)”** means each of the Event of Default as specified in Clause 7.1(a) (*Non-payment*), Clause 7.1(b) (*Financial Covenants*), Clause 7.1(c) (*LTV Ratio*), Clause 7.1(f) (*Cross default*), Clause 7.1(g) (*Insolvency*), Clause 7.1(h) (*Insolvency proceedings*), Clause 7.1(i)(ii) (*Judgements, creditors' process*), Clause 7.1(k) (*Expropriation*), Clause 7.1(l) (*Unlawfulness*), Clause 7.1(m) (*Repudiation*), Clause 7.1(n) (*Cessation of business*), Clause 7.1(p) (*Security*), Clause 7.1(q) (i) & (ii) (*Litigation*), Clause 7.1(s) (*Title Documents and Property Documents*), Clause 7.1(u) (*Fraud, misappropriation etc.*), and any other Event of Default specified as a ‘Specified Event of Default’ under any other Transaction Document;

**“Sponsor 1”** means Mr. Shapoor Mistry, aged 56 years, son of Mr. Pallonji Mistry, holder of passport no. LB3913374 and residing at Sterling Bay, Walkeshwar, Malabar Hill, Mumbai - 400006;

**“Sponsor 2”** means Mr. Cyrus Mistry, aged 52 years, son of Mr. Pallonji Mistry, holder of passport no. LT1738289 and residing at Sterling Bay, Walkeshwar, Malabar Hill, Mumbai - 400006;

**“Subsidiary(ies)”** has the meaning ascribed to the term under the Act;

**“Subscription Proceeds”** means the proceeds received by the Issuer in relation to issue of the Debentures by the Issuer in accordance with the Transaction Documents;

**“Successor Trustee”** has the meaning ascribed to it in paragraph (a)(ii) of Clause 9.2 (*Retirement and Removal of the Trustee*) of this Deed;

**“SREPL”** means Suvita Real Estates Private Limited, a company incorporated and validly existing under the Companies Act, 2013, with corporate identification number U45309MH2019PTC332035 and having its registered office at SP Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai, Maharashtra – 400 005, India;

**“SREPL Debentures”** means 750 (seven hundred fifty only) unrated, unlisted, collateralized, redeemable, non-convertible debentures of a nominal value of INR 10,00,000 (Indian Rupees ten lakhs only) each on a private placement basis for an aggregate principal amount of up to INR 75,00,00,000 (Indian Rupees seventy five crores only) in each case, on a private placement basis pursuant to the SREPL Debenture Trust Deed;

**“SREPL Debenture Trust Deed”** means the debenture trust deed dated September 26, 2020 executed between SREPL and IDBI Trusteeship Services Limited, as amended from time to time.

**“SVEPL”** means Sunny View Estates Private Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013, with corporate identification number U70100MH1998PTC114964 and having its registered office at 70, Nagindas Master Road, Fort, Mumbai, Maharashtra - 400 023, India;

**“SVEPL Debentures”** means 1,400 (one thousand four hundred only) secured, unlisted, unrated and redeemable non-convertible debentures of a nominal value of INR 10,00,000 (Indian Rupees ten lakhs only) each, for an aggregate principal amount of INR 140,00,00,000 (Indian Rupees one hundred forty crores only), in each case, on a private placement basis pursuant to the SVEPL Debenture Trust Deed;

**“SVEPL Debenture Trust Deed”** means the debenture trust deed dated May 5, 2021 executed between SVEPL and SVEPL Debenture Trustee;

**“SVEPL Debenture Trustee”** means IDBI Trusteeship Services Limited;

**“SVEPL Deemed Date of Allotment”** means May 14, 2021 on which SVEPL Debentures were allotted by SVEPL;

**“Tax”** means all forms of present and future taxes, including but not limited to deductions, withholdings, duties, imposts, levies, fees, charges, cesses, including but not limited to Swachh Bharat cess, Krishi Kalyan cess, surcharge, social security contributions and rates imposed, levied, collected, withheld or assessed by taxing authority in India (including any National/State/Local authority) and also includes (1) direct taxes on income including tax deducted at source (referred to as TDS) and (2) indirect Tax which includes any service tax, Goods and Service Tax (GST), Value Added Tax (VAT), Central Sales Tax (CST) or any other tax of similar nature and any interest, additional taxation penalty, surcharge or fine in connection therewith and “Taxes” shall be construed accordingly;

**“Tax Act”** means the Income-tax Act, 1961;

**“Tax Deduction”** means a deduction or withholding for or on account of Tax from a payment under the Transaction Documents;

**“Tax Laws”** means the prevalent Tax laws and rules thereunder, or any amendments thereto, in India at the Central, State or Municipal/local level and includes the Tax Act and Tax Rules;

**“Tax Rules”** means the Income-tax Rules, 1962;

**“Transaction Documents”** means:

- (a) this Deed;
- (b) the Offer Letter;
- (c) the Debenture Trustee Agreement;
- (d) the Letter of Comfort;
- (e) the Accounts Agreement(s);
- (f) the Corporate Guarantee;
- (g) each Security Document;
- (h) the PREPL Undertaking;
- (i) all other documents in relation to the issuance of the Debentures including any amendments thereto and any other document designated as a Transaction Document by the Trustee or the Debenture Holders,

and **“Transaction Document”** means any of them;

**“Transaction Proceeds”** means the aggregate of all moneys and other assets received or recovered (whether by way of payment, repayment, prepayment, distribution, redemption, purchase or defeasance, in cash or in kind or the exercise of any set-off or otherwise) from time to time by the Trustee, under or in connection with the Debentures;

**“Transaction Security”** means in relation to the Debentures, all Security created or to be created in favour of the Trustee (for the benefit of the Debenture Holders) under or pursuant to the Security Documents and/or as may be required by the Trustee (for the benefit of the Debenture Holders) from time to time;

**“Unpaid Sum”** has the meaning ascribed to it in paragraph (a) of Clause 2.9 (*Default interest and other payments*);

**“Units”** means the units purchased and held by the Issuer in the scheme(s) of any Eligible Mutual Funds from time to time in accordance with this Deed and the Transaction Documents and charged / required to be charged in favour of the



Trustee pursuant to the Deed of Hypothecation of the Issuer;

**“Valuation”** means valuation of the Mortgaged Properties of HPL as carried out by the Valuation Agent in a form and manner acceptable to the Trustee;

**“Valuation Agent”** means Knight Frank LLP, Cushman & Wakefield India Private Limited or any other entity acceptable to the Trustee, appointed from time to time, for purposes of the Valuation;

**“Valuation Date”** shall have the meaning ascribed to the terms under paragraph (d)(i) of Clause 3.1 (*Security*);

**“Valuation Report”** means a report prepared by the Valuation Agent from time to time and delivered to the Trustee as per the terms of the Transaction Documents, in each case to the satisfaction of the Trustee;

**“Voluntary Redemption Amount”** means, in respect of a Debenture being redeemed on a Voluntary Redemption Date: the Nominal Value, Default Interest (if any), the Make Whole Amount (if any) and the relevant Cash Amount accrued on that Debenture but unpaid since the last Coupon Payment Date and until (and including) the proposed date of redemption of that Debenture, the Accrued Premium accrued on that Debenture but unpaid together with all other amounts (including other costs, expenses and indemnified amounts payable by the Issuer) payable by the Issuer under the Transaction Documents or otherwise in respect of that Debenture;

**“Voluntary Redemption Date”** means any Business Day, designated by the Issuer as the ‘Voluntary Redemption Date’ in the Voluntary Redemption Notice;

**“Voluntary Redemption Event”** means, at any time prior to the Final Redemption Date, the delivery of a Voluntary Redemption Notice by the Issuer to the Trustee in accordance with paragraph (b)(i) of Clause 2.6; and

**“Voluntary Redemption Notice”** has the meaning ascribed to it in paragraph (b)(i) of Clause 2.6.

## 1.2 Financial Calculations

- (a) All financial calculations to be made under, or for the purposes of, this Deed and any other Transaction Document shall be made in accordance with GAAP and, except as otherwise required to conform to any provision of this Deed, shall be calculated from the then issued quarterly financial statements.
- (b) Where quarterly financial statements from the last quarter of a Financial Year are used for the purpose of making certain financial calculations then, at the Debenture Holders option, those calculations may instead be made from the audited financial statements for such Financial Year.
- (c) If a financial calculation is to be made under or for the purposes of this Deed or any other Transaction Document on a Consolidated Basis, that calculation shall be made by reference to the sum of all amounts of similar nature reported in the relevant financial statements of each of the entities whose

accounts are to be consolidated with the accounts of the Issuer plus or minus the consolidation adjustments customarily applied to avoid double counting of transactions among any of those entities, including the Issuer.

### 1.3 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
  - (i) “**assets**” includes present and future properties, revenues and rights of every description;
  - (ii) an “**authorised signatory**” means a person that has been duly authorised by a person to execute or sign any Transaction Document (or other document or notice to be executed or signed by that person under or in connection with any Transaction Document) on behalf of that person;
  - (iii) the “**Issuer**”, any “**Debenture Holder**”, the “**Trustee**”, “**Party**” or any “**Secured Party**” shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
  - (iv) any Transaction Document or any other agreement or instrument is a reference to that Transaction Document or other agreement or instrument as amended, novated, supplemented, restated (however fundamentally and whether or not more onerously) or replaced from time to time and includes any change in purpose of any extension of, or any increase in any amounts payable under that Transaction Document or other agreement or instrument and including any waiver or consent granted in respect of any term of any Transaction Document made available under that agreement or instrument;
  - (v) a “**guarantee**” also includes an indemnity and any other obligation (whatever called) of any person to pay, purchase, provide funds (whether by the advance of money, the purchase of or subscription for shares or other securities, the purchase of assets or services or otherwise) for the payment of, to indemnify against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any other person (and “**guaranteed**” and “**guarantor**” shall be construed accordingly);
  - (vi) “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (vii) a “**person**” or “**entity**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing;
  - (viii) a “**regulation**” includes any regulation, rule, official directive,

request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation, as amended from time to time;

- (ix) “**shares**” or “**share capital**” includes equivalent ownership interests (and “**shareholder**” and similar expressions shall be construed accordingly);
- (x) the “**winding-up**”, “**bankruptcy**”, “**dissolution**” or “**insolvency**”, of a company or corporation shall be construed so as to include, without limitation, any equivalent or analogous proceedings under the applicable law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including, without limitation, any application filed for initiating the insolvency resolution process under the Act or the IBC (if applicable), the seeking of temporary or permanent suspension of payment, liquidation, winding-up, reorganisation, dissolution, judicial management, administration, arrangement, adjustment, protection or relief of debtors, settlement or arrangement with creditors and whether voluntary or involuntary;
- (xi) unless otherwise specified, whenever any payment to be made or action to be taken under this Deed, is required to be made or taken on a day other than a Business Day, such payment shall be made or action shall be taken on the immediately preceding Business Day;
- (xii) a law or a provision of law is a reference to that law or, as applicable, that provision as amended or re-enacted and read together with all applicable rules and regulations formulated under that law from time to time;
- (xiii) references to the word “includes” or “including” are to be construed without limitation;
- (xiv) reference to the word “Group” is to be construed as either SPCPL or the Parent or both as the context may permit or require;
- (xv) words importing a particular gender include all genders; and
- (xvi) a time of day is a reference to Indian Standard Time.
- (b) Words and expressions used but not defined in this Deed shall have the same meaning as is attributed to such terms in the Offer Letter.
- (c) Words denoting singular number only shall include plural number and vice-versa.
- (d) All references in this Deed to any statute (or any provision thereof) shall be deemed to refer to that statute as amended from time to time or re-enacted

or any statutory rule, order or regulation made thereunder or under such re-enactment.

- (e) Any reference to statement as to the existence of fact or circumstance given “to the best of its knowledge” or “knowledge” of a person shall be given by such person after making best efforts to carry out due and careful inquiry and diligence to ascertain the existence of such fact or circumstance.
- (f) Unless specified otherwise, where this Deed or any Transaction Document requires (i) the consent or approval of the Trustee; (ii) the providing of any opinion by the Trustee; (iii) any determination to be made by the Trustee; (iv) any notice to be provided by the Trustee; (v) the exercise of any powers or rights by the Trustee, including any delegation of such powers or rights; (vi) any request to be made to any person (including the Issuer) by the Trustee; (vii) any waiver to be provided under the Transaction Documents; (viii) any other act, action or decision to be taken, made or done by the Trustee not specified from (i) to (viii) above (collectively “**Trustee’s Actions**”) such Trustee's Action shall only be taken with the prior written instructions of the Trustee acting pursuant to Relevant Instructions. For the avoidance of doubt, any Trustee Actions in relation to the Debentures will be taken in accordance with the Relevant Instructions in relation to Debentures;
- (g) All references to any Trustee Actions shall be read as including references to the Trustee acting for the benefit of the Debenture Holders.
- (h) Unless a contrary indication appears, a term used in any other Transaction Document or in any notice or certificate given under or in connection with any Transaction Document has the same meaning in that Transaction Document, notice or certificate as in this Deed.
- (i) Any determination with respect to the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise shall be made by the Trustee (acting on the instructions of Debenture Holders pursuant to a Majority Resolution).
- (j) In the event of any disagreement or dispute between the Issuer and the Trustee or any other Obligor and the Trustee regarding the materiality or reasonableness of any matter, including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Trustee as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Issuer and/or such other Obligor.
- (k) Notwithstanding anything to the contrary contained under this Deed or any other Transaction Document, the Trustee (acting on the instructions of the Debenture Holders) shall have the sole and exclusive right to ascertain, assess, analyse and conclude on the existence of a Material Adverse Effect and such decision or conclusion by the Trustee (acting on the instructions of

the Debenture Holders by Majority Resolution) shall be conclusive and binding.

- (l) Any word or expression used in this Deed shall, unless otherwise defined or construed in this Deed, bear its ordinary English meaning and for these purposes the General Clauses Act, 1897 shall not apply.
- (m) The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof (rule of *contra perforantum*) shall not apply.
- (n) In the event of an inconsistency between the terms set out in this Deed and the Offer Letter, the terms set out in this Deed shall prevail.
- (o) Any financial ratios required to be maintained by the Issuer pursuant to this Deed shall be calculated by dividing the appropriate component by the relevant other component and rounding the result up or down to the nearest 2 digits (with a rounding-up if there are no nearest 2 digits).
- (p) A Default (other than an Event of Default) is “**continuing**” or “**outstanding**” if it has not been remedied or waived in writing and an Event of Default is “**continuing**” or “**outstanding**” if it has not been waived in writing.
- (q) The provisions contained in the Schedules hereunder written shall have effect in the manner as if they were specifically set forth herein.

## **PART A - STATUTORY/STANDARD INFORMATION PERTAINING TO THE DEBT ISSUE:**

Please refer to Schedule XIII (*Provisions Prescribed under Form no. SH-12*) for the provisions in relation to PART A of this Deed as required in accordance with the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993.

## **PART B- DETAILS SPECIFIC TO THE PARTICULAR DEBT ISSUE:**

### **2. THE DEBENTURES**

The terms and conditions set out in this Deed shall be binding on the Issuer, the Trustee, the Debenture Holders and all Persons claiming by, through or under any of them and the Trustee shall be entitled to enforce the obligations of the Issuer under or in connection with this Deed or any other Transaction Document. Notwithstanding anything to the contrary contained in this Deed, neither the entry into and delivery of this Deed by the Issuer nor the terms of this Deed are intended as an offer or an invitation to subscribe for the Debentures in any manner or form whatsoever under Section 42 of the Act or otherwise and accordingly, shall not in any way be interpreted or construed by any Person to be an offer or invitation to subscribe for the Debentures. Any such offer or invitation to subscribe for the Debentures by the Issuer to the Original Debenture Holders shall be made solely pursuant to, and in terms of, the Offer Letter(s).

#### **2.1 Issue of the Debentures**

The Issuer proposes to borrow an amount in the aggregate principal of up to INR 80,00,00,000 (Indian Rupees eighty crores only) through the issue of the Debentures in single series, strictly on a private placement basis, on the terms and conditions set out in the Transaction Documents.

#### **2.2 Settlement of trust**

- (a) At the request of the Issuer, IDBI Trusteeship Services Limited has agreed to act as the Trustee for the Debenture Holders in respect of the Debentures on the terms and conditions set out in this Deed and for the remuneration set out in the Debenture Trustee Agreement.
- (b) Simultaneous with the execution of this Deed, the Issuer has settled in trust with the Trustee the sum of INR 1,000 (Indian Rupees one thousand only). The Trustee has accepted the above amount of INR 1,000 (Indian Rupees one thousand only) in trust declared and agrees to: (i) act as trustee for the benefit of the Debenture Holders on the terms and conditions set out in this Deed and the other Transaction Documents; and (ii) to hold on trust for the Debenture Holders all Transaction Security and all Transaction Proceeds.
- (c) Each Original Debenture Holder shall, by signing the Application Form and without any further act or deed, be deemed to have irrevocably given its consent to the Trustee and its agents and authorized representatives to do, *inter alia*, all acts, deeds and things necessary in respect of the Debentures being offered for subscription under the Transaction Documents and in

respect of the Transaction Security. Any subsequent Debenture Holder purchasing from an Original Debenture Holder shall be deemed to have irrevocably given such consent to the Trustee and its agents and authorized representatives immediately upon being registered as a Debenture Holder in the register of Debenture Holders maintained in respect of the Debentures.

### **2.3 Nature and form of the Debentures**

- (a) Each Debenture constitutes direct and unconditional obligations of the Issuer without any preference *inter se* whatsoever on account of date of issue or allotment or otherwise.
- (b) Each Debenture shall *inter se* rank *pari passu* in relation to the rights and benefits attached to it without any preference or privilege whatsoever.
- (c) The Debentures will be issued solely in dematerialized form in accordance with the relevant provisions of the Act, the Depositories Act, 1996 and other Applicable Law.
- (d) Each Debenture, once issued will be an unrated, unlisted, collateralized, redeemable, non-convertible debenture denominated in Indian Rupees for the Nominal Value.
- (e) The Debenture Holders shall make payments towards subscription for the Debentures directly into the Issue Proceeds Account. Only the subscription proceeds received from the Debenture Holders shall be maintained in the Issue Proceeds Account and such proceeds shall not be utilized until (i) the issue and allotment of the Debentures to the Debenture Holders has been completed; and (ii) a return of allotment on allotment of the Debentures in Form PAS-3 is filed with the relevant registrar of companies pursuant to Rule 12 and 14 of the Prospectus and Allotment of Securities Rules.

### **2.4 Purpose**

- (a) The Issuer shall use the proceeds from the issue of the Debentures pursuant to this Deed for the purpose of (i) meeting its business requirements; (ii) on-lending to the Issuer Affiliates (on arm's length basis) by way of a loan for meeting their business requirements and/ or for repayment of their existing Financial Indebtedness; (iii) maintaining the DSRA Required Balance by investing in the DSRA Units; and (iv) payment towards all fees, costs and expenses in relation to the Issue.
- (b) Without prejudice to the generality of the foregoing paragraph (a), the Issuer hereby undertakes and confirms that proceeds of the Issue shall not be used (i) towards investment in real estate business, capital markets or for purchase of land or for refinancing of debt which was used for the said activities; and (ii) for any purpose which may be in contravention of Applicable Laws, such as the Anti-Corruption and Anti-Money Laundering and Anti-Terrorism Financing Laws, including without limitation the regulations, guidelines, norms issued by the RBI, SEBI, Sanctions Authorities and any other Governmental Authority.

## 2.5 Covenant to pay Redemption Amounts

- (a) The Debentures constitute direct, unconditional and secured obligations of the Issuer. The Issuer covenants with the Trustee that the Issuer shall, on each applicable Redemption Date, unconditionally pay to, or to the order of, each Debenture Holder in INR, the aggregate of the applicable Redemption Amount due in respect of the Debentures being redeemed on that Redemption Date in accordance with this Deed and the other Transaction Documents. Any payment so made will to that extent be a good and valid discharge to the Debenture Holders in respect of the amounts payable by the Issuer.
- (b) The Debentures that are redeemed shall not be re-issued.
- (c) Notwithstanding that the Issuer may have repaid or settled all Debt, if any payment made to a Debenture Holder in respect of the Debt is avoided, set aside or ordered to be surrendered, refunded or reduced under any Applicable Law (including those relating to bankruptcy, insolvency, liquidation, winding-up, composition or arrangement) or for any other reason, the amount so avoided, set aside, ordered to be surrendered, refunded, or reduced shall not be considered to have been paid and the Trustee shall be entitled to enforce the Security created under the Transaction Documents as if no such discharge, release or settlement had occurred.

## 2.6 Redemption of the Debentures

### (a) *Scheduled Redemption*

Subject to an early redemption of the Debentures in accordance with this Deed, the Issuer shall on the relevant Scheduled Redemption Date, credit to the Designated Account of each Debenture Holder on the relevant Record Date in immediately available funds an amount in Indian Rupees that is equal to the relevant Scheduled Redemption Amount for the Debentures held by that Debenture Holder together with, all other amounts payable by the Issuer under the Transaction Documents (including Default Interest, if any).

### (b) *Voluntary Redemption*

- (i) Subject to Applicable Laws and subject to sub-clause (e) (ii) below, the Issuer shall be entitled to redeem the Debentures, in full or in part, having in aggregate, Nominal Value of at least INR 10,00,00,000 (Indian Rupees ten crores only), by delivering an irrevocable notice in writing to the Trustee (with a copy to all the Debenture Holders) at least 15 (fifteen) Business Days prior to the proposed Voluntary Redemption Date (such notice “**Voluntary Redemption Notice**”) specifying (A) the number of Debentures proposed to be redeemed (such Debentures the “**Relevant Debentures**” and each such Debenture the “**Relevant Debenture**”), and (B) designating the Voluntary Redemption Date; (C) the Cash



Amount and Accrued Premium payable on such date; and (D) if applicable, the Make Whole Amount payable on such date; and

- (ii) subject to Applicable Laws, the Issuer on the Voluntary Redemption Date shall, in relation to each Relevant Debenture transfer to the Designated Account as may be specified by the Trustee in writing, an amount equal to the applicable Voluntary Redemption Amount of such Relevant Debenture.

(c) *Mandatory Redemption*

Subject to Applicable Laws and subject to sub-clause (e) (ii) below,

- (i) upon the occurrence of Mandatory Redemption Event – Illegality, the Issuer shall immediately redeem all of the Debentures then held by each Debenture Holder in full by paying to each Debenture Holder the Mandatory Redemption Amount in relation to the relevant Debentures, no later than the earlier of (A) 30 (thirty) days from the date of the occurrence of the relevant Mandatory Redemption Event; and (B) such time period as allowed under Applicable Law.
- (ii) upon the occurrence of Mandatory Redemption Event - Change of Control, the Issuer shall immediately redeem all of the Debentures then held by each Debenture Holder in full by paying to each Debenture Holder the Mandatory Redemption Amount in relation to the relevant Debentures, no later than 10 (ten) days from the date of (A) the receipt of monies by the relevant member of the Shapoorji Pallonji Group pursuant to the occurrence of the relevant Mandatory Redemption Event - Change of Control, subject to limb (B) of this sub-clause (ii); (B) the occurrence of the relevant Mandatory Redemption Event - Change of Control if the relevant Mandatory Redemption Event - Change of Control does not involve receipt of monies (for instance on account of it being in the nature of an Encumbrance);
- (iii) upon the occurrence of Mandatory Redemption Event – Transfer of Shares, the Issuer shall immediately redeem all of the Debentures then held by each Debenture Holder in full by paying to each Debenture Holder the Mandatory Redemption Amount in relation to the relevant Debentures, immediately on (A) receipt of proceeds of such transfer subject to limb (B) of this sub-clause (iii); (B) the occurrence of the relevant Mandatory Redemption Event – Transfer of Shares, if the relevant Mandatory Redemption Event – Transfer of Shares does not involve receipt of monies (for instance on account of it being in the nature of an Encumbrance);
- (iv) upon the occurrence of Mandatory Redemption Event – One-Time Resolution Plan, the Issuer shall, immediately redeem all of the Debentures then held by each Debenture Holder in full by paying to each Debenture Holder the Mandatory Redemption Amount in

relation to the relevant Debentures, no later than 10 (ten) days from the date of the occurrence of the relevant Mandatory Redemption Event.

- (v) upon the occurrence of Mandatory Redemption Event - Disposal, the Issuer shall, subject to the conditions stipulated by the Trustee regarding any Disposal, no later than 10 (ten) days from the date of receipt of the Disposal Proceeds by the relevant Obligor, after utilising such proceeds to redeem the SVEPL Debentures (whether in part or full) shall utilise any balance amounts (or the entire Disposal Proceeds in the event such proceeds are not utilized to redeem the SVEPL Debentures) to redeem the Debentures held by each Debenture Holder to the extent of such balance Disposal Proceeds (which shall be utilised towards redemption of each Debenture on a *pari passu* basis). Notwithstanding anything hereinabove contained, it is clarified that upon occurrence of Mandatory Redemption Event – Disposal, the Trustee (acting pursuant to relevant Instructions) shall have the right in its sole discretion to direct the Issuer: (A) not to redeem the Debentures (or any part thereof) by utilising the Disposal Proceeds; or (B) to redeem Debentures by utilising the Disposal Proceeds, however for an amount lesser than the total Disposal Proceeds; and along with either (A) or (B) above, provide the Additional Security to replace the Security over the relevant Mortgaged Properties by the Issuer. Provided that if the Debentures are proposed to be redeemed in part (and not in full) pursuant to this sub-clause (v), the Disposal Proceeds shall be held in trust for the benefit of the Secured Parties pending creation and perfection of the Additional Security, to the satisfaction of the Trustee.
- (vi) upon the occurrence of Mandatory Redemption Event - Insurance Proceeds, the Issuer shall, no later than 10 (ten) days from the date of the occurrence of the relevant Mandatory Redemption Event, after utilising such proceeds to redeem the SVEPL Debentures (whether in part or full) shall utilise any balance amounts to redeem the Debentures (whether in part or full) then held by each Debenture Holder to the extent of such balance Insurance Proceeds received by the relevant Obligor (which shall be utilised towards redemption of each Debenture on a *pari passu* basis).
- (d) Any redemption in accordance with paragraph (b) (*Voluntary Redemption*) and/or paragraph (c) (iv) and/or (v) (*Mandatory Redemption*) above:
  - (i) shall be pro-rata across all Debenture Holders in the event the Issuer exercises its right to voluntarily redeem the Debentures in accordance with paragraph (b) (*Voluntary Redemption*) above or in the event that the Debentures are redeemed in accordance with paragraph (c) (iv) and/ or (v) (*Mandatory Redemption*) above (as the case may be), in the proportion of the aggregate Nominal Value of the outstanding Debentures held by each such Debenture Holder to

the aggregate Nominal Value of the Debentures then outstanding, and for the avoidance of doubt, cannot be done selectively; and

- (ii) in each case, shall be made in a manner such that a whole number of Debentures are redeemed in respect of each such Debenture Holder.
- (e) *General*
- (i) The Issuer shall, on the relevant Redemption Date, credit to the Designated Account of each Debenture Holder in immediately available funds an amount in Indian Rupees that is equal to the relevant Redemption Amount for the Debentures held by that Debenture Holder together with, all other amounts payable by the Issuer under the Transaction Documents (including, for the avoidance of doubt, Default Interest, if any).
  - (ii) If the aggregate of the Nominal Value of Debentures being redeemed on an Early Redemption Date which when taken together with the aggregate Nominal Value of the Debentures redeemed on previous Early Redemption Date(s) (if any and (whether in a single transaction or in a series of transactions)) is less than 25% of INR 80,00,00,000, (Indian Rupees eighty crores only) assuming issuance and allotment of the Debentures in full (“**Make Whole Threshold**”), no Make Whole Amount shall be applicable on any such redemption. The redemption of any Nominal Value of a Debenture in excess of the Make Whole Threshold (whether in a single transaction or in a series of transactions) on the relevant Early Redemption Date shall be made together with all amounts (including the Make Whole Amount) payable in respect of that Debenture under this Deed or any other Transaction Document. Notwithstanding anything to the contrary under this Deed or any other Transaction Document, the Make Whole Threshold shall not apply in case of an early redemption on any Early Redemption Date pursuant to the occurrence of any Event of Default, in which case the Make Whole Amount shall be payable by the Issuer irrespective of whether the Make Whole Threshold is exceeded or not.
  - (iii) Any redemption of any Debenture under this Deed shall be made together with all amounts (including any default interest at the Default Rate) payable in respect of that Debenture under this Deed or any other Transaction Document.
  - (iv) The Issuer may not redeem all or any of the Debentures other than in accordance with the terms of this Deed.

## 2.7 Cash Amount and Accrued Premium

### (a) *Debentures*

- (i) With respect to each Debenture, an amount equal to the applicable Accrued Premium shall compound on the Relevant Amount in

respect of that Debenture for each Compounding Period, however, shall be payable by the Issuer to the relevant Debenture Holders on any date on which the Debentures are redeemed in full or in part in accordance with the terms hereof.

- (ii) An amount calculated on the outstanding Relevant Amount of each Debenture at the applicable Cash Coupon Rate (“**Cash Amount**”) shall: (A) compound on the Relevant Amount for each Compounding Period; and (B) be calculated for the relevant Coupon Period. The Cash Amount calculated for the relevant Coupon Period shall be paid by the Issuer to the Debenture Holders on each Coupon Payment Date. Provided that any payment made on each Coupon Payment Date shall include the Cash Amount for the relevant number of days in such Coupon Period falling after such Coupon Payment Date for that Coupon Period.
  - (iii) In the event that any Coupon Payment Date is not a Business Day, Coupon due on such Coupon Payment Date shall be paid on the immediately preceding Business Day.
  - (iv) The Issuer hereby irrevocably and unconditionally agrees and undertakes to pay to the relevant Debenture Holders the amounts calculated in accordance with the provisions set out under this Deed, on each relevant date on which any amount is expressed to be due and payable.
- (b) The Issuer shall credit to the Designated Account of each Debenture Holder on the relevant Record Date in immediately available funds an amount in Indian Rupees that is equal to the Accrued Premium and the Cash Amount (in relation to the Debentures) in accordance with this Clause 2.7 (*Cash Amount and Accrued Premium*).
  - (c) The Issuer agrees that the Cash Coupon Rate and the Accrued Premium Rate being offered to the Debenture Holders by the Issuer are based on commercial considerations and that the Issuer shall not dispute the quantum of Cash Coupon Rate and the Accrued Premium Rate or the manner in which it shall be accruing or be charged unless Cash Coupon Rate and the Accrued Premium Rate are erroneously calculated. The Issuer waives generally all defenses available to it in either law or equity (including but not limited to the Cash Coupon Rate and/ or the Accrued Premium Rate being usurious in nature) or any other rights it may otherwise have in any jurisdiction in relation to the same.

## **2.8 Coupon Period**

- (a) Subject to paragraphs (b) and (c) below, each Coupon Period for the Debentures shall be for the duration of 1 (one) Financial Quarter.
- (b) The first Coupon Period for each Debenture shall start from (and including) the Deemed Date of Allotment and end on September 30, 2021 and each

subsequent Coupon Period shall start on (but excluding) the last day of its preceding Coupon Period.

- (c) The last Coupon Period for the Debentures shall not extend beyond the applicable Final Redemption Date.
- (d) Subject to paragraphs (e) and (f) below, each Compounding Period for the Debentures shall be for the duration of 1 (one) month.
- (e) The first Compounding Period for each Debenture shall start from (and including) the Deemed Date of Allotment and end on September 30, 2021 and each subsequent Compounding Period shall start on (but excluding) the last day of its preceding Compounding Period.
- (f) The last Compounding Period for the Debentures shall not extend beyond the applicable Final Redemption Date.

## **2.9 Default interest and other payments**

- (a) Without limiting the remedies available to the Trustee (acting on behalf of and for the benefit of the Debenture Holders) under this Deed or otherwise (and to the maximum extent permitted by Applicable Law), in the event any Obligor fails to pay any amount payable by it under a Transaction Document on its Due Date (“**Unpaid Sum**”), interest shall accrue on a daily basis on the Unpaid Sum from the Due Date up to the date of actual payment (both before and after judgment) at the Default Rate. Any interest accruing under this Clause 2.9 (*Default interest and other payments*) shall be immediately payable by that Obligor on demand by the Trustee or, if not demanded, on each Coupon Payment Date falling after any such Unpaid Sum became due.
- (b) For so long as an Event of Default, other than the Event of Default as specified in paragraph (a) (*Non-payment*) of Clause 7.1 (*Events of Default*), has occurred and is continuing, interest shall accrue: (i) in relation to the Debentures on the aggregate of the Nominal Value and the accrued but unpaid Accrued Premium of the Debentures then outstanding along with any other outstanding Debt, in each case at a rate that is equal to the Default Rate from the date of occurrence of the Event of Default until (and including) the date on which such Event of Default is waived or remedied to the satisfaction of the Trustee (acting in accordance with Relevant Instructions).
- (c) The Issuer and each other Obligor agrees that the default interest at the Default Rate payable by it pursuant to this Clause 2.9 (*Default interest and other payments*) is a genuine pre-estimate of damages that would be caused to the Debenture Holders in the circumstances referred to in this Clause 2.9 (*Default interest and other payments*) and that payment of interest at the Default Rate is not penal in nature.
- (d) The Issuer agrees that there shall be no notice required to be delivered by the Trustee in order to levy or prior to levying any Default Interest pursuant to this Clause 2.9 (*Default interest and other payments*).

- (e) In addition to the other provisions of this Deed and without limiting any other rights and remedies which may be available to the Debenture Holders under any other provisions of this Deed, upon failure of the Issuer to redeem the Debentures on any relevant Redemption Date, the Issuer agrees to pay, indemnify and hold harmless the Debenture Holders, for, from and against any and all damages, losses and/or costs sustained or incurred by the Debenture Holders as a result of or in connection with, including but not limited to, the cost of the Debenture Holders borrowing in Indian Rupees, or purchasing Indian Rupees or maintaining, establishing, replacing, terminating or liquidating any currency or interest rate hedge.

## **2.10 Computation of interest and other charges**

Interest (including default interest at the Default Rate) and all other charges shall accrue from day to day and shall be computed on the basis of the actual number of days elapsed in a year of 360 (three hundred and sixty) days.

## **2.11 Payments**

- (a) Any payment to be made by any Obligor under this Deed or any other Transaction Document to a Debenture Holder or, as the case may be, the Trustee shall be made for value in immediately available funds on the Due Date in Indian Rupees by electronic transfer to the Designated Account of that Debenture Holder or in case of the Trustee, in an account communicated in writing to the Issuer by the Trustee.
- (b) During any extension of the Due Date for payment of any Unpaid Sum pursuant to and subject to this Deed interest is payable on that Unpaid Sum at the Default Rate.
- (c) All payments to be made by the Issuer and each other Obligor under the Transaction Documents shall be calculated and made without (and free and clear of any deduction for) set-off or counterclaim.
- (d) If any of the Debenture Holders at any time receives less than the full amount then due and payable under this Deed, that Debenture Holder may allocate and apply the amount received as the Debenture Holder in its sole discretion determines, notwithstanding any instruction of the Issuer or provisions of this Deed, to the contrary.

## **2.12 Other payments and reimbursement of expenses**

- (a) The Issuer shall and shall ensure that each other Obligor shall pay, or reimburse the Debenture Holders and the Trustee for any amount paid by the Debenture Holders or the Trustee on account of, all Taxes (including stamp Taxes), duties, fees or other costs, charges or expenses payable on or in connection with the execution, issue, delivery, registration or notarization of the Transaction Documents and any other documents related to them.
- (b) The Issuer shall and shall ensure that each other Obligor shall pay, or reimburse the Debenture Holders and the Trustee for any amount paid by

the Debenture Holders or the Trustee on account of, all Taxes, cesses and insurance premia with respect to the Secured Property.

- (c) The Issuer shall and shall ensure that each other Obligor shall pay to the Trustee and the Debenture Holders or as the Trustee or the Debenture Holders may direct, the fees and expenses of any counsel, accountants and consultants incurred in connection with: (i) the preparation, review, execution, translation and, where appropriate, registration of the Transaction Documents and any other documents related to them; (ii) the preparation, administration, implementation and enforcement by the Trustee or any Debenture Holder of the investment provided for in this Deed or otherwise in connection with any amendment, supplement or modification to, or waiver or restructuring under, any Transaction Document; (iii) the giving of any legal opinions required by the Trustee or the Debenture Holders under this Deed and any other Transaction Document; (iv) the occurrence of any Default; (v) the release of the Security over the Secured Property in accordance with the terms of the relevant Security Documents; (vi) costs, expenses and charges incurred for issuing the Debentures in dematerialized form; (vii) any costs in relation to valuation of the Secured Properties or any part thereof.
- (d) The Issuer shall and shall ensure that each other Obligor shall pay to the Trustee and the Debenture Holders, or as the Trustee or any Debenture Holder may direct, the costs and expenses incurred by the Trustee or that Debenture Holder in relation to efforts to enforce or protect its rights under this Deed or any other Transaction Document, or the exercise of its rights or powers consequent upon or arising out of the occurrence of any Default, including legal and other professional consultants' fees.

Any costs, charges and expenses incurred by the Trustee shall forthwith, on receipt of a notice of demand from the Trustee, be reimbursed, together with interest thereon at the rate that is applicable to such disbursements by Trustee, from the date of payment and until such reimbursement by the relevant Obligor, the same shall form a part of the relevant Debt and be secured under the relevant Security Documents.

### **2.13 Appropriation of Payments**

- (a) All moneys received by the Trustee in respect of the Debentures or amounts payable under this Deed or any other Transaction Document will be applied by the Trustee (acting on the instructions of Debenture Holders) towards all the amounts owed to the Debenture Holders:
- (b) Notwithstanding anything to the contrary contained herein this Deed, the Debenture Holders may in their absolute discretion appropriate in any manner they deem fit, the payment received from the Obligors (and / or the Trustee pursuant to sub-clause (a) above) towards the outstanding Debt, payable by the Obligors pursuant to any Transaction Document and any other agreement entered into between the Obligors and the Trustee/ Debenture Holders and such appropriation by the Trustee (acting on the

instructions of the Debenture Holders) shall be final and binding on the Obligors.

#### **2.14 Restriction on Preferential Payments**

The Issuer shall pay and discharge the Debt owed to the Debenture Holders of the of the Debentures under this Deed and the other Transaction Documents without preferring one over the other.

#### **2.15 Register of Debenture Holders**

- (a) A register of the Debenture Holders shall be maintained by the Issuer containing necessary particulars, including a list of names and addresses of all Debenture Holders, record of any subsequent transfers or change of ownership of the Debentures, in accordance with Section 88 of the Act and, for so long as the Debentures are in dematerialized form, the register of Debenture Holders maintained by the Depository in accordance with Section 11 of the Depositories Act, 1996, the regulations made under the Depositories Act, 1996 and the regulations made by SEBI from time to time shall be used for this purpose. The Trustee, each Debenture Holder or any other Person shall, as provided in Section 94 of the Act be entitled to inspect the said register or record and to take copies of or extracts from the same during usual business hours.
- (b) All amounts in respect of a Debenture under the Transaction Documents will be paid to the Person registered as the holder of that Debenture as on the relevant Record Date or, in the case of joint-holders, to the Person whose name stands first in the register of Debenture Holders as on the relevant Record Date.

#### **2.16 Transfer of Debentures**

- (a) Subject to sub-clause (b) below, the Debentures shall be freely transferable in accordance with the procedure for transfer of dematerialized securities under the Depositories Act, 1996 and the rules made under the Depositories Act, 1996, the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018, the bye-laws, rules and regulations of the relevant Depositories and depository participants and other Applicable Laws. Prior to the occurrence of an Event of Default, the Debenture Holders shall through the Trustee give 15 (fifteen) days' prior intimation to the Issuer regarding the name of the proposed transferee of the Debentures;
- (b) Prior to the occurrence of an Event of Default, the Debentures shall not be transferred to any person specified under the Negative List of Persons as set out under the Schedule X (*Negative List of Persons*).

#### **2.17 Debenture Redemption Reserve**

- (a) The Issuer shall create and maintain for so long as any Debt is outstanding, a debenture redemption reserve ("**DRR**") in accordance with Section 71 of the Act, Rule 18 of the Share Capital and Debenture Rules and any other



Applicable Law, including but not limited to the DRR Regulations. Further, if any new law is enacted or the existing law is amended or modified (including, for the avoidance of doubt, pursuant to any clarification or circular or guidelines that are issued) by any Governmental Authority under Applicable Law in respect of the creation and maintenance of a DRR or any similar fund or reserve in connection with the issue of debentures by Indian companies generally, the Issuer shall comply with such Applicable Law and shall, at its own cost and expense, promptly do all such acts and deeds (including, without limitation, executing any deeds or documents) as may be required by the Trustee.

- (b) The Issuer shall, 5 (five) days from the receipt of request from the Trustee, deliver to the Trustee, a certificate duly signed by a director and the chief financial officer confirming that it has complied with all of its obligations under sub-rule (7) of Rule 18 of the Share Capital and Debenture Rules.

## **2.18 Inconsistency with the Offer Letter**

The Issuer covenants to comply with the provisions of the Offer Letter. This Deed shall be read in conjunction with the Offer Letter and the other Transaction Documents and it is agreed between the Trustee and the Issuer that in case of any inconsistency or conflict between the Offer Letter or, as the case may be, any other Transaction Document and this Deed, the provisions of this Deed shall prevail and override the provisions of the Offer Letter or, as the case may be, that Transaction Document. The Issuer agrees and shall procure that other Obligor agree, upon request in writing by the Trustee, to promptly enter into any deed or document to amend such other Transaction Document or to issue a supplement to the Offer Letter, in each case, to ensure that such document is consistent with the terms and conditions set out in this Deed.

## **2.19 Debentures free from equity**

The Debenture Holders will be entitled to their Debentures free from equities or cross claims by the Issuer against the original or any intermediate holders thereof.

## **2.20 Debenture Holders not entitled to shareholders' rights**

The Debenture Holders will not be entitled to any of the rights and privileges available to shareholders of the Issuer, other than those available to them under Applicable Law.

## **2.21 When the Trustee may interfere**

Until notification of the occurrence of an Event of Default, the Trustee shall not be in any manner required to interfere or otherwise be concerned with the management or the affairs of the Issuer or its business or any part thereof.

## **2.22 Surrender of Debentures on payment**

Upon receipt by a Debenture Holder of amounts that discharge in full all of the Debt in respect of the Debentures held by it, that Debenture Holder shall surrender such

Debentures in the form and manner advised to the Debenture Holder by the Issuer. Debentures issued in dematerialised form shall be cancelled by the Issuer on discharge of the entire Debt (to the satisfaction of the Issuer) in respect of the Debentures.

### **3. SECURITY**

#### **3.1 Security**

- (a) As Security for the Debt, the Issuer shall and shall ensure that the relevant Obligor shall create the following Security in favour of the Trustee:
  - (i) a first ranking Security by HPL by way of registered mortgage, over the Mortgaged Properties of HPL, in accordance with the terms of the relevant Mortgage Documents and in the form and manner satisfactory to the Trustee, within the timelines set out under Schedule III (*Conditions Subsequent*);
  - (ii) a first ranking Security by SVEPL by way of equitable mortgage, over the Mortgaged Properties of SVEPL, in accordance with the terms of the relevant Mortgage Documents and in the form and manner satisfactory to the Trustee, within the timelines set out under Schedule III (*Conditions Subsequent*);
  - (iii) a first ranking Security by the Issuer by way of hypothecation over all the Hypothecated Property of the Issuer, in accordance with the terms of the relevant Deed of Hypothecation and in the form and manner satisfactory to the Trustee, within the timelines set out under Schedule III (*Conditions Subsequent*);
  - (iv) a first ranking Security by SVEPL by way of hypothecation over all the Hypothecated Property of SVEPL, in accordance with the terms of the relevant Deed of Hypothecation and in the form and manner satisfactory to the Trustee, within the timelines set out under Schedule III (*Conditions Subsequent*);
  - (v) a first ranking Security by PREPL by way of mortgage over all its rights, title, interest, claims, benefits and demands whatsoever in and to the Mortgaged Properties of PREPL, in accordance with the terms of the relevant Mortgage Documents and PREPL Undertaking, in the form and manner satisfactory to the Trustee;
  - (vi) a first ranking Security by PREPL by way of a hypothecation over all its rights, title, interest, claims, benefits and demands whatsoever in and to all the Hypothecated Properties of PREPL (including the Receivables of PREPL and Escrow Account established or to be established by PREPL in relation to the Mortgaged Properties of PREPL pursuant to the terms of the relevant Accounts Agreement), in accordance with the terms of the relevant Deed of Hypothecation and PREPL Undertaking, and in the form and manner satisfactory to the Trustee;

- (vii) such other Security by each Obligor over its assets as may be required by the Trustee (other than as set out above in paragraphs (i), (ii), (iii), (iv), (v), (vi) and (vii)), within the timelines and in a form and manner satisfactory to the Trustee with the ranking and priority as may be acceptable to the Trustee.
- (b) The Issuer shall and shall ensure that each other relevant Obligor shall (as applicable), in accordance with the timelines set out under Schedule III (*Conditions Subsequent*) or as may be required by the Trustee (as the case may be):
  - (i) register such Security pursuant to Section 77 of the Act by filing duly completed Form No. CHG-9 or Form No. CHG-1 (as the case may be) with the relevant registrar of companies;
  - (ii) deliver to the Trustee a certified true copy of the Form No. CHG-9 or Form No. CHG-1 (as the case may be) filed;
  - (iii) deliver to the Trustee a certified true copy of the certificate of registration of charge issued by the relevant registrar of companies; and
  - (iv) register the Mortgage Documents, with the relevant sub-registrar of assurances, if required.
- (c) The ranking and sharing of the security set out under sub-clauses (a) above shall be subject to the terms of the relevant Transaction Documents.
- (d) *Valuation and LTV Ratio*
  - (i) The initial Valuation of the Mortgaged Properties of HPL shall be conducted prior to the Deemed Date of Allotment and thereafter on the date falling at the expiry of 12 (twelve) months from the SVEPL Deemed Date of Allotment and subsequently on the date falling at the expiry of every 12 (twelve) months thereafter until the expiry of the Final Settlement Date and/ or on any date prior to the Final Settlement Date pursuant to paragraph (ii) below (each such date on which a Valuation is conducted, being a “**Valuation Date**”) by the Valuation Agent and the Valuation Report shall be provided to the Trustee on the relevant Valuation Date. All costs with respect to such valuations shall be borne by the Issuer or HPL, as the case may be.
  - (ii) Notwithstanding anything contained in this Deed, in addition to the Valuation as set out in paragraph (i) above, the Trustee (acting on Relevant Instructions) shall have the right to instruct the Valuation Agent to conduct a Valuation of the Mortgaged Properties of HPL at any time prior to the Final Settlement Date and all costs with respect to such additional valuations shall be borne by the Trustee. The Parties hereby agree and undertake that for the purposes of testing the LTV Ratio as more particularly set out in Part C (*LTV Ratio*) of Schedule V (*Covenants*), the most recent Valuation Report shall be

taken into account.

- (iii) The Issuer shall ensure that the LTV Ratio shall not exceed 62% (sixty-two per cent.) in accordance with Part C (*LTV Ratio*) of Schedule V (*Covenants*).

(e) *Release of Security*

Notwithstanding anything to the contrary under any Transaction Document, for the avoidance of doubt, it is clarified that only upon the expiry of the later of (i) Final Settlement Date; and (ii) date on which all obligations of all obligors in connection with the SVEPL Debentures are discharged in full to the satisfaction of the “Secured Parties” (*as defined in the SVEPL Debenture Trust Deed*) in respect of the SVEPL Debentures, the Security created over all the Secured Property shall, subject to the terms of the relevant Security Documents, immediately be reconvened and/or released, as applicable.

### 3.2 Other provisions

- (a) The Security created by or pursuant to the Security Documents is in addition and without prejudice to any other Security, indemnity or other right or remedy which any Debenture Holder, or the Trustee may now or hereafter hold or have in connection with the Debentures or part thereof, and shall neither be merged in, or in any way exclude or prejudice, or be affected by any other Security, right of recourse or other right whatsoever (or the invalidity thereof) which the Debenture Holders or Trustee may now or at any time hereafter hold or have (or would apart from this Security hold or have) as regards the relevant Obligor or any other Person in respect of the Debentures. The Security over the Secured Property may be enforced against the relevant Obligor without first having recourse to any other rights of the Debenture Holders or the Trustee.

(b) *Perfection of Security*

The Issuer shall (and shall ensure that the other Obligor shall) take any and all actions and enter into and deliver any and all documents which are required by the Trustee so that any Security over any of the Secured Property provides for effective and perfected Security.

(c) *Continuing Security*

The Security created for the benefit of the Debenture Holders shall be and remain as a continuing Security and accordingly shall:

- (i) be binding upon the parties creating such Security and their respective successors and permitted assigns;
- (ii) extend to cover the entire Debt; and

- (iii) be in addition to and not in substitution or derogation of any other Security that the Trustee (acting in accordance with Relevant Instructions) may at any time hold, or call for, in respect of the Debt.
- (d) *Ranking of Security*

The Security created under the relevant Security Documents shall have the ranking and priority as set out under the relevant Transaction Documents.

## **4. CONDITIONS TO SUBSCRIPTION AND SUBSCRIPTION PROCESS**

### **4.1 Conditions Precedent**

- (a) The subscription to the Debentures by the relevant Original Debenture Holders shall be subject to the completion of all the conditions precedent set out in Schedule II (*Conditions Precedent*) on or by the Cut-off Date, to the satisfaction of the Trustee (acting on Relevant Instructions).
- (b) On completion of the conditions precedent referred to in the paragraph (a) above, the Issuer shall promptly notify the same to the Trustee in the form set out in Schedule VII (*CP Completion Notice*) (the “**CP Completion Notice**”). The Trustee shall, no later than the next Business Day after the date on which it receives the CP Completion Notice, deliver the CP Completion Notice to the proposed Original Debenture Holders identified by the Issuer.
- (c) The relevant Original Debenture Holders shall deliver to the Issuer a duly completed Application Form within 7 (seven) Business Days from the date of receipt of the CP Completion Notice to the satisfaction of the relevant Original Debenture Holder.

### **4.2 Subscription**

- (a) The Issuer hereby agrees and acknowledges that the Original Debenture Holders shall subscribe to the Debentures specified in the relevant Application Form delivered by it to the Issuer pursuant to Clause 4.1 (*Conditions Precedent*) only, within 7 (seven) Business Days from the date of receipt of the duly completed CP Completion Notice by the Original Debenture Holders.
- (b) The Issuer hereby further agrees and acknowledges that upon receipt of the relevant Application Form and the Subscription Proceeds, it shall be bound to allot and issue the Debentures specified in the relevant Application Form to each Original Debenture Holder.
- (c) The subscription monies for the Debentures may be received directly by the Issuer through such payment instruments or means as specified by the Issuer in the Offer Letter.
- (d) Any collection or remittance charges in connection with the Subscription Proceeds shall be borne entirely by the Issuer.

### **4.3 Allotment of the Debentures**

The Issuer shall:

- (a) on each Deemed Date of Allotment, allot the relevant Debentures and issue instructions for crediting the relevant Debentures in dematerialized form to the depository participant account of each Original Debenture Holder; and
- (b) as soon as practicable thereafter but in any event within 2 (two) Business Days from the Deemed Date of Allotment, credit the relevant Debentures in dematerialized form to the demat account of each Original Debenture Holder.

### **4.4 Conditions subsequent**

The Issuer shall and shall ensure that each other Obligor shall comply with the conditions and submit all documents set out in Schedule III (*Conditions Subsequent*) strictly within the timelines specified in that Schedule.

## **5. TAX AND TAX INDEMNITY**

### **5.1 Tax Deduction**

- (a) All payments to be made by the Obligor to any Debenture Holder (not being a person resident in India for the purposes of the Foreign Exchange Management Act, 1999) under or in connection with the Debentures or a Transaction Document shall be made free and clear of and without any Tax Deduction, unless the Obligor is required to make a Tax Deduction in which case the sum payable by the Obligor to any Debenture Holder shall be increased to the extent necessary to ensure that the Debenture Holder concerned receives a sum, net of any Tax Deduction, equal to the sum which it would have received if no Tax Deduction had been required.
- (b) All payments to be made by the Issuer or any other Obligor to any Secured Party (being a person resident in India for the purposes of the Foreign Exchange Management Act, 1999) under or in connection with the Debentures or a Transaction Document shall be made free and clear of and without any Tax Deduction, unless the Issuer or such other Obligor is required to make a Tax Deduction.
- (c) The Issuer or any other Obligor shall promptly notify each Secured Party accordingly, upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction).
- (d) If the Issuer or any other Obligor is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by Applicable Law.
- (e) The Issuer or the relevant Obligor (as the case may be) shall deliver to the relevant Secured Party entitled to the payment, a certificate in the form, format, manner and within 30 (thirty) days from the date of the relevant payment or such shorter timelines prescribed under Applicable Law, as evidence to that Secured Party that

the Tax Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant taxing authority.

## **5.2 Indirect Tax**

- (a) All amounts expressed to be payable in respect of the Debentures or under the Transaction Documents (including any cost, Make Whole Amount, processing fees, any other fees or any expenses including any out of pocket expenses) to be reimbursed by or due from or indemnified by any Party to a Secured Party shall be deemed to be exclusive of any indirect Tax.
- (b) If any indirect Tax is chargeable on any amount due from the Issuer or any other Obligor to any Secured Party, the Issuer or such other Obligor shall pay such amount in addition to the indirect Tax from the Issuer or such other Obligor, and the Issuer or such other Obligor shall pay such amount over and above the amount due.
- (c) Without prejudice to the above, if any payment is required to be made by any Secured Party on account of indirect Tax in relation to the Issue, the obligation of which in the first instance was that of the Issuer or any other Obligor, the Issuer shall and shall procure that such other Obligor shall, in such instance, on demand, refund to that Secured Party such amounts so paid towards indirect Tax on behalf of the Issuer or such other Obligor.

## **5.3 Tax indemnity**

- (a) Without prejudice to Clause 5.1 (*Tax Deduction*) and Clause 5.2 (*Indirect Tax*), if a Secured Party is required to make any payment (which is not a tax on its net income) of or on account of any present or future Tax (including any indirect Tax) on or in relation to any sum received or receivable under the Debentures or the Transaction Documents (including any sum deemed for purposes of present or future Tax (including any indirect Tax) to be received or receivable by that Secured Party whether or not actually received or receivable) or if any liability or loss in respect of any such present or future Tax (including any indirect Tax) payment is asserted, imposed, levied, incurred or assessed against that Secured Party due to change in law, Tax notice or demand raised by the Tax authorities or any default by the Issuer or any other Obligor on its Tax compliance obligations, the Issuer or such other Obligor shall, within 2 (two) Business Days of demand by that Secured Party, promptly indemnify that Secured Party against such payment or liability, together with any incidental Tax liability, loss, interest, penalties, costs and expenses payable or incurred by that Secured Party in connection therewith.
- (b) If a Secured Party intends to make a claim under paragraph (a) above, it shall notify the Issuer and the Trustee thereof.

## **5.4 Stamp Taxes**

The Issuer shall and shall ensure that each Obligor shall pay all stamp duty, taxes, charges and penalties payable in respect of the Debentures, the Transaction Documents and/or the transactions contemplated thereby. The Issuer shall and shall ensure that each Obligor shall pay and, within 5 (five) Business Days of demand, indemnify each Secured Party (through the Trustee) against any cost, loss or liability that such Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of the Debentures and/or any Transaction Documents, or any documents relating to the title to the Secured Property.

## **5.5 Increased costs**

Subject to Applicable Law, the Issuer shall and shall ensure that each other Obligor shall, within 3 (three) Business Days of a demand by the Trustee, pay to the Trustee, on behalf of the Debenture Holders the amount of any additional or increased costs incurred by the Debenture Holders as a result of introduction or change in any Applicable Law.

# **6. OBLIGORS' REPRESENTATIONS, WARRANTIES AND COVENANTS**

## **6.1 Representations and Warranties**

- (a) The Issuer, on behalf of itself and the other Obligors and the Group (where appropriate and to the extent applicable to it), makes the representations and warranties set out in Schedule IV (*Representations and Warranties*) to the Trustee for the benefit of the Debenture Holders.
- (b) The Issuer, on behalf of itself and the other Obligors and the Group (where appropriate and to the extent applicable to it), acknowledges that it makes the representations and warranties set out in Schedule IV (*Representations and Warranties*) with the intention of inducing the Debenture Holders to subscribe to the Debentures on the basis of, and in full reliance on, each of such representations and warranties.

## **6.2 Obligors' Covenants**

So long as any Debentures are outstanding, the Issuer, on behalf of itself and the other Obligors and the Group (where appropriate and to the extent applicable to it)), irrevocably undertakes that it shall comply with the covenants set out in Schedule V (*Covenants*).

## **6.3 Information Undertakings**

The Issuer undertakes that until such time that any Debentures are outstanding, the Issuer shall and shall procure that other Obligors and the Group (where appropriate and to the extent applicable to it)) shall provide to the Trustee and to the Debenture Holders, until such time that it holds any Debentures, the information set out in Part B (*Information Undertakings*) to Schedule V (*Covenants*).

## **6.4 GAAP**

All financial statements and calculations to be provided by any Obligor pursuant to any Transaction Document shall be prepared strictly in accordance with GAAP.



## 7. EVENTS OF DEFAULT AND REMEDIES

### 7.1 Events of Default

Each of the events or circumstances set out in the following sub-clauses of this Clause 7.1 and/ or any event or circumstance set out as an event of default under any Transaction Document, in each case an event of default (“**Event of Default**”).

(a) **Non-payment**

An Obligor does not pay on the due date any amount payable pursuant to a Transaction Document at the place at and in the currency in which it is expressed to be payable.

(b) **Financial covenants**

Any requirement of Financial Covenants is not satisfied.

(c) **LTV Ratio**

Any requirement of Part C (*LTV Ratio*) of Schedule V (*Covenants*) of this Deed is not satisfied.

(d) **Other obligations**

(i) An Obligor does not comply with any provision of the Transaction Documents (other than any non-compliance which constitutes an Event of Default under any of the other sub-clauses of this Clause 7 (*Events of Default and Remedies*) and/or any other event or circumstance set out as an event of default under any other Transaction Document). Provided that no Event of Default will occur under this Clause 7.1(d)(*Other Obligations*) if such failure to comply is capable of remedy and is remedied to the satisfaction of the Trustee within 30 (thirty) days of the occurrence of such event or circumstance.

(ii) SVEPL does not comply with any provision of the Property Documents which impacts the title of SVEPL in relation to the Secured Property or any part thereof and/or the ability of SVEPL to create the Security created or to be created by SVEPL pursuant to the terms of the Transaction Documents or has an impact on the Security (or any part thereof) created pursuant to the Transaction Documents.

(iii) SPCPL does not comply with any provision of the Letter of Comfort.

(e) **Misrepresentation**

Any representation or statement made or deemed to be made by an Obligor on behalf of itself or the Group in the Transaction Documents or any other document delivered by or on behalf of any Obligor or the Group under or in connection with any Transaction Document is or proves to have been

incorrect or misleading in any respect when made or deemed to be made.

(f) **Cross default**

- (i) Any Financial Indebtedness of any Obligor and / or the Parent is not paid when due nor, as the case may be, within any originally applicable grace period.
- (ii) Any Financial Indebtedness of any Obligor, and / or the Parent becomes due and payable prior to its stated maturity as a result of any event of default or termination event (however described) or otherwise.
- (iii) Any commitment for any Financial Indebtedness of any Obligor and/ or any the Parent is cancelled or suspended by a creditor of that Obligor and/or the Parent as a result of any event of default or termination event (however described).
- (iv) Any creditor of any Obligor and/or the Parent becomes entitled to declare any Financial Indebtedness of that Obligor and/or the Parent due and payable prior to its specified maturity as a result of an event of default or termination event (however described).
- (v) Any event of default or termination event (howsoever described) or other similar condition or event which with the lapse of time or giving of notice may become an event of default occurs under one or more agreements or instruments relating to any Financial Indebtedness of any Obligor and/or the Parent.
- (vi) Any Financial Indebtedness of SPCPL is not paid when due nor, as the case may be, within any applicable grace period; and an event of default is declared with respect to such Financial Indebtedness.

Any default (howsoever described) under any indebtedness (whether by way of a loan or issuance of securities or otherwise) availed or to be availed by (A) SREPL; and/or (B) SVEPL, each from the Original Debenture Holder(s) and/or Related Funds of the Original Debenture Holder(s).

Provided that in respect of SPCPL, no Event of Default shall occur under this Clause 7.1(f)(vi) (*Cross Default*) if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness of SPCPL referred to under this Clause 7.1(f)(vi) (*Cross Default*) is less than INR 25,00,00,000 (Indian Rupees twenty five crores only).

(g) **Insolvency**

- (i) Any Obligor and/ or the Parent is unable to, or deemed by law to be unable to, or admits inability to, pay its debts as they fall due, suspends making payments on any of its debts or is deemed by Applicable Law to be bankrupt or insolvent or, by reason of actual or anticipated financial difficulties, commences negotiations with

one or more of its creditors (excluding any Secured Party in its capacity as such) with a view to rescheduling any of its indebtedness.

- (ii) SPCPL admits its inability to, pay its debts as they fall due, suspends making payments on any of its debts or is deemed by Applicable Law to be bankrupt or insolvent.
- (iii) The value of the assets of any Obligor and/ or the Group (other than the Issuer and Parent) is less than its liabilities.
- (iv) Any Obligor and/ or the Group commits any act of (A) bankruptcy, (B) insolvency, (C) suspends payment to any of its financial creditors or (D) suspends payment to any of its operational creditors, unless suspension of payments are on account of a *bona fide* dispute with such operational creditors.
- (v) A moratorium is declared in respect of any Financial Indebtedness of any Obligor and/ or the Group.

Nothing in this clause shall apply to a moratorium granted to the relevant Obligor and/or the Group by its financial creditors in writing pursuant to RBI's notification on "COVID-19 – Regulatory Package" bearing reference no. RBI/2019-20/186 - DOR.No.BP.BC.47/21.04.048/2019-20 dated March 27, 2020 and RBI/2019-20/244 - DOR.No.BP.BC.71/21.04.048/2019-20 dated May 23, 2020.

(h) **Insolvency proceedings**

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

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor and/ or the Group;
- (ii) initiation of any action or proceedings or the preparation of a resolution plan for any Obligor and/ or the Group pursuant to the Prudential Framework for Resolution of Stressed Assets of the RBI or any other mechanism provided, guidelines issued or framework set up by the RBI in relation to resolution of stressed assets or under Applicable Law;
- (iii) a composition, compromise, assignment or arrangement with any creditor of any Obligor and/ or the Group, or an assignment for the benefit of creditors generally of any Obligor and/ or the Group (as the case may be) or a class of such creditors;
- (iv) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, provisional

supervisor or other similar officer in respect of any Obligor and/ or the Group or any of its assets;

- (v) enforcement of any Security over any assets of any Obligor and/ or the Group, or any analogous procedure or step is taken in any jurisdiction;
- (vi) making of a reference under the Act in respect of any Obligor and/ or the Group;
- (vii) a demand notice under the SARFAESI Act or any other Applicable Law has been issued to any Obligor and/ or the Group by any creditor;
- (viii) any application in relation to an insolvency resolution process under the IBC or any other similar legislation in respect of any application in relation to an insolvency resolution process under the IBC or any other similar legislation in respect of any Obligor and/ or the Parent is filed by the RBI (and any authority authorised in this behalf) and/or any 'financial creditor' (as defined under IBC) and such application is not settled, withdrawn or dismissed within the day falling 10 (ten) days from the filing (unless prior to the expiry of the aforesaid time period of 10 days the Trustee has agreed in writing any additional time period keeping in the mind the facts and circumstances then existing) but only for so long as such application is not admitted, or any 'operational creditor' or any other person (as defined under IBC) and such application is not settled, withdrawn or dismissed within the day falling 20 (twenty) days from the filing (unless prior to the expiry of the aforesaid time period of 20 days the Trustee has agreed in writing any additional time period keeping in the mind the facts and circumstances then existing) but only for so long as such application is not admitted;
- (ix) admission of any insolvency resolution process under the IBC or any other similar legislation pursuant to any application in relation to an insolvency resolution process filed under the IBC or any other similar legislation in respect of SPCPL is filed by the RBI (and any authority authorised in this behalf) and/or any 'financial creditor' (as defined under IBC) or any 'operational creditor' (as defined under IBC) or any other person; or
- (x) any analogous procedure or step is taken in any jurisdiction against any Obligor and/ or the Group.

Nothing in sub-clause (i) of this clause shall apply to a moratorium granted to the relevant Obligor and/or the Group by its financial creditors in writing pursuant to RBI's notification on "COVID-19 – Regulatory Package" bearing reference no. RBI/2019-20/186 - DOR.No.BP.BC.47/21.04.048/2019-20 dated March 27, 2020 and RBI/2019-20/244 - DOR.No.BP.BC.71/21.04.048/2019-20 dated May 23, 2020.

No Event of Default shall occur under sub-clause (h) above in relation to any winding-up petition with respect to SPCPL which is frivolous or vexatious and is settled, withdrawn, discharged, stayed or dismissed within 30 (thirty) days of commencement.

No Event of Default shall occur under this clause 7.1 in relation to the One-Time Resolution Plan. For the avoidance of any doubt, it is clarified that the aforesaid exception is only in relation to the One-Time Resolution Plan granted to SPCPL under and in accordance with the COVID Framework and shall not apply in the case of any other resolution proposed to be undertaken or undertaken by SPCPL pursuant to the COVID Framework or otherwise.

(i) **Judgments, creditors' process**

- (i) An Obligor fails to comply with or pay any sum due from it under any judgment or any order made or given by a court or tribunal or arbitrator *provided* that no Event of Default shall occur under this Clause 7.1(i)(i)(*Judgements, creditors' process*) if such failure to comply is capable of remedy and is remedied to the satisfaction of the Trustee within 30 (thirty) days of from the date of the occurrence of such event or circumstance.
- (ii) Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any Obligor.

(j) **Moratorium**

The government of India or any Governmental Authority declares a general moratorium or “standstill” (or makes or passes any order or regulation having a similar effect) in respect of the payment or repayment of any indebtedness (whether in the nature of principal, interest or otherwise) owed by Indian companies or other persons (and whether such declaration, order or regulation is of general application or applies to a class of persons which includes any Obligor). Nothing in this clause shall apply to a moratorium granted to the relevant Obligor by its creditors in writing pursuant to RBI’s notification on “COVID-19 – Regulatory Package” bearing reference no. RBI/2019-20/186 - DOR.No.BP.BC.47/21.04.048/2019-20 dated March 27, 2020 and RBI/2019-20/244 - DOR.No.BP.BC.71/21.04.048/2019-20 dated May 23, 2020.

(k) **Expropriation**

Any Governmental Authority or other authority (whether *de jure* or *de facto*) nationalises, compulsorily acquires, expropriates or seizes all or any part of the business or assets of any Obligor.

(l) **Unlawfulness**

It is or becomes unlawful for an Obligor and/or SPCPL to perform any of its respective obligations under the Transaction Documents.

(m) **Repudiation**

- (i) An Obligor and/ or SPCPL repudiate a Transaction Document or evidences an intention to repudiate a Transaction Document.
- (ii) An Obligor repudiates any or all title related documents or contracts or agreements and/ or the Property Documents in relation to Secured Property including Mortgaged Properties or evidences its intention to repudiate any or all title documents or contracts or agreements and/ or the Property Documents in relation to Secured Property including Mortgaged Properties.

(n) **Cessation of business**

Any Obligor suspends or ceases (or threatens to suspend or cease) to carry on all or a part of its business.

(o) **Material adverse effect**

The Trustee determines that a Material Adverse Effect exists, has occurred or could be expected to occur.

(p) **Security**

- (i) Any Transaction Document is not in full force and effect or any Transaction Document ceases to create in favour of the Trustee for the benefit of the Secured Parties the Security which it is expressed to create with the ranking and priority it is expressed to have.
- (ii) The Security for the Debentures is not created or perfected within the timelines set out in this Deed or any other Transaction Document or as otherwise directed by Trustee.
- (iii) It becomes unlawful for the relevant Obligor to hold or transfer any of the Secured Property.
- (iv) The Security purported to be created under any Transaction Document is jeopardised or endangered in any manner whatsoever or any other obligations purported to be secured or guaranteed thereby or any part thereof is repudiated by or on behalf of the relevant Obligor.
- (v) The Obligors create or attempt to create any Security on the Secured Property or any part thereof (other than the Permitted Security).

(q) **Litigation**

Any litigation, arbitration, investigative, regulatory, governmental or administrative proceeding is commenced, continuing, pending or threatened:

- (i) to restrain the Obligor's and/or SPCPL's entry into, the exercise of their respective rights under, or compliance by it with any of its obligations under, the Transaction Documents and/or the Property Documents;
- (ii) which impacts the title of the Obligor to its relevant Secured Property or any part thereof;
- (iii) which if, adversely determined, could have a Material Adverse Effect; or
- (iv) in relation to any Debenture or pursuant to any Transaction Document and/or pursuant to any property Document.

(r) **Environmental compliance**

A judgement or order or direction of or by an administrator, regulator, court or tribunal is passed in relation to any administrative, regulatory or judicial action, suit or proceeding under or relating to any environmental law or asserting any environmental claim against the Obligors provided that no Event of Default will occur under this Clause 7.1(r)(*Environmental compliance*) if such failure to comply is capable of remedy and is remedied to the satisfaction of the Trustee within 30 (thirty) days from the date of occurrence of such event or circumstance.

(s) **Title Documents and Property Documents**

- (i) Any adverse claim on title to the Secured Properties (or any part thereof) due to which the Security created by the relevant Obligor pursuant to the Transaction Documents is affected and/or jeopardized.
- (ii) Any Property Document (including title related document, contract or agreement with respect to the Secured Property) is terminated or ceases to be in full force and effect or any party to any title related document, contract or agreement becomes entitled to terminate the relevant title related document, contract or agreement.
- (iii) Any Authorisation required in relation to the Secured Properties (including the Mortgaged Properties) or the ability to operate and maintain the Secured Properties (including the Mortgaged Properties) is amended, replaced, revoked, withdrawn, terminated or suspended or not granted when required.
- (iv) The Mortgaged Properties or any part thereof is abandoned for any reason.
- (v) Any Property Document in relation to the Mortgaged Properties of SVEPL and/or any property document in relation to the Secured Property of any Obligor (other than SVEPL):
  - (A) becomes invalid, illegal or unenforceable or any party

thereto shall have repudiated or disavowed or taken any action to challenge the validity or enforceability of such document;

(B) subject to (v) below, ceases to be in full force and effect except at the stated termination date thereof, or is assigned or otherwise transferred or prematurely terminated;

(vi) Any Lease Agreement is terminated for any reason whatsoever prior to the expiry of the Final Settlement Date (“**Outgoing Lease**”) and is not replaced with a new Lease Agreement pursuant to which the aggregate value of the lease rentals shall be at least 75% (seventy five per cent.) of the aggregate value of the lease rentals of the Outgoing Lease, in each case within 6 (Six) months of such termination and/or such new Lease Agreement is not in compliance with the provisions of paragraph 34 (*Payment Instructions*) of Part A (*General Undertakings*) of Schedule V (*Covenants*).

(t) **Audit Qualifications**

Any audit letter relating to any financial statements of any Obligor contains significant reservations that may have a Material Adverse Effect.

(u) **Fraud, misappropriation etc.**

Any act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds or revenues of any Obligor and/ or the Group or any other act having a similar effect being committed by the management or any officer of any Obligor and/or the Group.

## 7.2 Consequences of Event of Default

(a) At any time after an Event of Default has occurred, the Trustee (acting in accordance with Relevant Instructions) shall have the right (but not the obligation) to declare an Event of Default by way of a written notice to the Issuer and require it to immediately redeem in full all the Debentures then outstanding, at the Early Redemption Amount or, if the Final Redemption Date has elapsed, at the Final Redemption Amount together with, in each case, all other amounts payable by the Issuer under the Transaction Documents. The Issuer waives any right that it might have to further notice, presentment, demand or protest with respect to that demand for immediate payment.

(b) For the avoidance of doubt, at any time after the occurrence of an Event of Default and subject to giving the notice as set out in paragraph (a) above, the Trustee shall be entitled to exercise all its rights and remedies available to it under Applicable Law, to enforce the rights contemplated under this Deed and the Transaction Documents without prejudice to any of its other rights and remedies, including the right to enforce all or any Transaction Security or Transaction Documents, without any notice and without assigning any reason and in any manner and at the risk and expense of the



Issuer and if necessary, as attorney for and in name of the Issuer; and exercise step-in rights in relation to the Mortgaged Properties and utilise the services of any service provider to operate and maintain the Mortgaged Properties (including obtaining all Authorizations in relation to the same).

**7.3 Right to disclose and publish the names of the Obligors and its directors as defaulters**

In the event of the Issuer or any other Obligors committing default in the repayment of Debentures or payment of any amount payable in relation to the Debentures on the respective Due Dates, the Debenture Holders or the Trustee shall have the right to disclose the name of the Issuer and such other Obligors and their directors to RBI or any other statutory or regulatory Governmental Authority.

**8. APPOINTMENT AND POWERS OF THE NOMINEE DIRECTOR**

**8.1** The Trustee shall have a right (acting in accordance with Relevant Instructions) to appoint a nominee director on the board of directors of the Issuer in accordance with the Act and the SEBI (Debenture Trustee) Regulations, 1993 (“**Nominee Director**”), upon the occurrence of:

- (a) two consecutive defaults in payment of the Cash Amount (as the case may be) to the Debenture Holders;
- (b) default in creation of Security over the Secured Property for the Debentures; or
- (c) default in redemption of the Debentures.

**8.2** The Issuer undertakes to appoint the Nominee Director on its Board upon the Trustee exercising its right under Clause 8.1 (*Appointment and powers of the Nominee Director*) and shall take all corporate action to effectuate such right (including, without limitation, amending the Issuer’s Articles).

**8.3** The Nominee Director shall:

- (a) not be required to hold qualification shares nor be liable to retire by rotation;
- (b) not be construed as a “key managerial personnel” or an “officer who is in default”, as such terms are defined under the Act;
- (c) be appointed as non-executive director;
- (d) not be responsible for any defaults by the Issuer;
- (e) not be construed directly or indirectly as promoter or person or in-charge who is controlling, running or operating the Issuer; and
- (f) be appointed member of committees of the Board, if so desired by the Trustee.

- 8.4** The Nominee Director shall be entitled to receive all notices, agenda, etc. and to attend all general meetings and Board meetings and meetings of any committees of the Board of which he is a member.
- 8.5** The Nominee Director shall furnish to the Trustee reports of the proceedings of all such meetings and the Issuer shall not have any objection to the same.
- 8.6** The appointment/removal of a Nominee Director shall be by notice in writing by the Trustee, addressed to the Issuer and shall (unless otherwise indicated in such notice) take effect forthwith upon such a notice being delivered to the Issuer.
- 8.7** The Issuer shall procure necessary directors and officers liability insurance for the Nominee Director and pay the required premiums on time in relation to such directors and officers liability insurance. Any expenditure incurred by the Trustee and/or the Nominee Director in connection with the appointment of directorship including any cost or expense in relation to directors and officers liability insurance shall be borne and payable and reimbursed by the Issuer.
- 8.8** The Nominee Director shall be entitled to all the rights, privileges and indemnities of other directors including the sitting fees and expenses as are payable by the Issuer to the other directors, but if any other fees, commission, moneys or remuneration in any form are payable by the Issuer to the directors in their capacity as directors, the fees, commission, moneys and remuneration in relation to such Nominee Director shall also accrue to the Issuer and shall accordingly be paid by the Issuer directly, *provided that*, if such Nominee Director is an officer of the Trustee, the sitting fees in relation to such Nominee Director shall accrue to the Trustee and the same shall accordingly be paid by the Issuer directly to the Trustee for its account. Any expenditure incurred by a Nominee Director or the Trustee in connection with such appointment or directorship shall be borne by the Issuer.

## **9. TRUSTEE'S RIGHTS, POWERS AND DISCRETIONS**

### **9.1 General Rights, Powers and Discretions**

In addition to the other powers conferred on the Trustee, it is expressly declared as follows:

- (a) Save as otherwise expressly provided in this Deed, the Trustee shall, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise.
- (b) With a view to facilitate any dealing under any provisions of the Transaction Documents, the Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally.
- (c) The Trustee shall not be responsible for the monies paid by applicants for the Debentures.

- (d) Subject to Clauses 13.1 (*Governing Law*) and 13.2 (*Jurisdiction*) of this Deed, the Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination *bona fide* made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Trustee) shall be conclusive and binding upon all Persons interested hereunder.
- (e) Notwithstanding anything to the contrary in this Deed, the Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain Relevant Instructions.

Nothing contained in this Clause 9.1 (*General Rights, Powers and Discretions*) shall exempt the Trustee or any receiver, attorney, manager, agent or other Person appointed by the Trustee from or indemnify them against any liability for breach of trust, nor any liability which by virtue of any rule or Applicable Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.

## 9.2 Retirement and Removal of the Trustee

### (a) *Resignation*

- (i) The Trustee may at any time, without assigning any reason and without being responsible for any loss or costs occasioned thereby, resign as the Trustee, provided that the Trustee shall have given at least 60 (sixty) days prior notice in writing to the Issuer in this regard. The resignation of the Trustee shall not be effective until a successor trustee is appointed by the Issuer to accede to all the Transaction Documents.
- (ii) The Issuer shall, upon receipt of notice of resignation issued by the Trustee, take prompt steps to appoint another entity competent to act as trustee for the Debenture Holders in place of the Trustee (the “**Successor Trustee**”). However, until the appointment of the Successor Trustee, the Trustee shall continue to perform its duties as the Trustee under this Deed.

### (b) *Removal*

The Debenture Holders representing not less than 76% (seventy six per cent.) of the Debentures for the time being outstanding may for sufficient cause but, after giving not less than 30 (thirty) days’ notice in writing to the Trustee, remove the Trustee by passing a resolution to that effect, and by the same resolution nominate an entity competent to act as their trustee and require the Issuer to appoint such entity as the Successor Trustee. The Issuer shall within 15 (fifteen) Business Days of receipt of such resolution passed by the Debenture Holders 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. The Trustee agrees that, notwithstanding its removal pursuant to this Clause 9.2 (*Retirement and*

*Removal of the Trustee*), it shall continue to perform its duties under this Deed, until the appointment of the Successor Trustee.

(c) *Successor Trustee as the Trustee*

Upon appointment of the Successor Trustee pursuant to the preceding paragraphs (a) (*Resignation*) or (b) (*Removal*), all references in this Deed to the Trustee shall unless repugnant to the context, mean and refer to the Successor Trustee and the Successor Trustee shall without any further act or deed succeed to all the powers and authorities of the Trustee as if it had been originally appointed as the Trustee.

### **9.3 Remuneration of the Trustee**

(a) *Normal Remuneration*

The Issuer shall pay to the Trustee remuneration in accordance with the Debenture Trustee Agreement.

(b) *Expenses*

The Issuer shall pay to the Trustee all legal, traveling and other costs, charges and expenses incurred by it, its officers, employees, agents in connection with execution of this Deed including costs, charges and expenses of and incidental to, the approval and execution of this Deed and all other Transaction Documents and will indemnify it against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by it in respect of any matter or thing done or omitted to be done without its willful default in respect of or in relation to the properties the subject of the trust created by this Deed to the Trustee.

(c) *Extra Remuneration*

If an Event of Default shall have occurred, the Issuer hereby agrees that the Trustee shall be entitled to be paid additional remuneration. In any other case, if the Trustee finds it expedient or necessary or is requested by the Issuer to undertake duties which are of an exceptional nature or otherwise outside the scope of the Trustee's normal duties under this Deed, the Issuer will pay such additional remuneration as the Issuer may agree with the Trustee or, failing agreement as to any of the matters in this Clause 9.3 (*Remuneration of the Trustee*), as determined by an investment bank selected by the Trustee and approved by the Issuer. The expenses involved in such nomination and such investment bank's fee will be paid by the Issuer. The determination of such investment bank will be conclusive and binding on the Issuer, the Trustee and the Debenture Holders.

(d) *Taxes*

The Issuer hereby further undertakes to the Trustee that all monies payable by it to the Trustee under this Clause 9.3 (*Remuneration of the Trustee*),

paragraph (a) of Clause 9.4 (*Stamp duty and taxes*) shall be made without set-off, counterclaim, deduction or withholding unless compelled by Applicable Law in which event the Issuer will pay such additional amounts as will result in the receipt by the Trustee of the amounts which would otherwise have been payable by it to the Trustee under this Clause 9.3 (*Remuneration of the Trustee*), paragraph (a) of Clause 9.4 (*Stamp duty and taxes*), in the absence of any such set-off, counterclaim, deduction or withholding. All remuneration payable to the Trustee that is not paid on the Due Date thereof shall carry interest from such Due Date at the rate of 2% (two per cent.) per annum over the rate per annum then prevailing at the date of such payment until the date of payment of such remuneration in full.

(e) *Continuing Effect*

Paragraphs (b), (d) and (e) of Clause 9.3 (*Remuneration of the Trustee*) will continue in full force and effect as regards the Trustee even if it no longer is Trustee or the Debentures are no longer outstanding or this Deed has been discharged.

## 9.4 Stamp duty and taxes

(a) *Stamp duties*

The Issuer will and shall ensure that each other Obligor will pay any stamp, issue, registration, documentary, transfer or other Taxes and duties, including interest and penalties, payable in India in respect of the creation, issue and offering of the Debentures, the execution or delivery of this Deed and the other Transaction Documents, except for the Taxes and duties required to be paid by any Debenture Holder under this Deed. The Trustee or the Debenture Holders shall not be liable to pay any such Taxes and duties and shall not be concerned with, or be obligated or required to enquire into, the sufficiency of any amount paid by the Issuer or the relevant Obligor or any Debenture Holder for this purpose. The Issuer will and shall ensure that each other Obligor will also indemnify the Trustee and any Debenture Holder from and against all stamp, issue, registration, documentary or other Taxes and duties paid by any of them in any jurisdiction in connection with any action taken by or on behalf of the Trustee or, as the case may be, the Debenture Holder to enforce the obligations of the Issuer or of any other Obligor under this Deed or the Debentures.

(b) *Change of taxing jurisdiction*

If any Obligor becomes subject generally to the taxing jurisdiction of any territory or any Governmental Authority of or in that territory having power to tax other than or in addition to India or any such Governmental Authority of or in such territory which imposes Taxes, duties, assessments or governmental charges of whatever nature with respect to this Deed or the Debentures then such Obligor will notify the Trustee in writing as soon as practicable and give to the Trustee an undertaking satisfactory to the Trustee with the substitution for, or (as the case may require) the addition to, the references to India to that other or additional territory or Governmental

Authority to whose taxing jurisdiction that Obligor has become so subject. In such event, this Deed and the Debentures shall be deemed amended (without further action being taken) and read accordingly.

## 9.5 Other rights of the Trustee

### (a) *Advice*

The Trustee may after taking due care engage reputable lawyers, accountants, financial advisors or other experts (at the expense of the Issuer) and may act on the opinion or advice, information, confirmations, directions and/or certificates obtained from, any such Person (including the auditors) and will not be responsible to anyone for any loss occasioned by so acting, whether the same is obtained by or addressed to the Issuer, the Trustee, or otherwise, and notwithstanding any monetary or other limit on liability in respect thereof, and will not be responsible to anyone for any loss occasioned by so acting. Any such opinion, advice, information, confirmations, directions and/or certificates may be sent or obtained by letter, fax or electronic mail and the Trustee will not be liable to anyone for acting on any opinion, advice or information purporting to be conveyed by such means, notwithstanding any limitation on liability (monetary or otherwise) in relation to such Person's opinion or advice and even if it contains some error or is not authentic.

### (b) *Certificate signed by directors or authorised officers*

If the Trustee, in the exercise of its functions, rights, powers and/or discretions, requires to be satisfied or to have information as to any fact or the expediency of any act, it may call for and accept as sufficient evidence of that fact or the expediency of that act, a certificate signed by any director or authorised officer of the Obligor as to that fact or to the effect that, in its opinion, that act is expedient and the Trustee need not call for further evidence and will not be responsible for any loss occasioned by relying on or acting on or accepting on such a certificate.

### (c) *Deposit of Documents*

The Trustee may appoint as custodian, on any terms, any bank or entity whose business includes the safe custody of documents or any lawyer or firm of lawyers reasonably believed by it to be of good repute and may deposit this Deed and any other documents with such custodian and pay all sums due in respect thereof. The Trustee shall not be responsible for or required to insure against any loss incurred in connection with any such deposit and may pay all sums required to be paid on account of or in respect of any such deposit. The Trustee is not obliged to appoint a custodian of securities payable to bearer.

### (d) *Agents*

Whenever it considers it expedient in the interests of the Debenture Holders, the Trustee may instead of acting personally, at the Issuer's expense, employ

and pay an agent selected by it, whether or not a lawyer or other professional Person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (whether or not pursuant to this Deed). Provided that where the Trustee has exercised due care in the selection of any such agent, the Trustee will not be responsible to anyone for any action, misconduct or omission by any such agent so employed by it or for any sub-agent or delegate of such agent or be bound to supervise or monitor the proceedings or acts of any such agent.

(e) *Delegation*

Whenever it considers it expedient in the interests of the Debenture Holders, the Trustee may (acting in accordance with Relevant Instructions) delegate to any competent Person on any terms (including power to sub-delegate) all or any of its functions and shall have no responsibility for any acts or omissions of such delegate and the Trustee may also, whenever the Trustee thinks it expedient, delegate by power of attorney or otherwise to any such Person all or any of the trusts, powers, authorities and discretions vested in them by this Deed and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Trustee may think fit.

(f) *Responsibility for agents etc.*

Notwithstanding anything to the contrary in this Deed and if the Trustee exercises due care in selecting any custodian, agent, delegate or nominee (an “**Appointee**”), it will not have any obligation to supervise or monitor the Appointee and shall not be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of the Appointee’s acts or omissions, misconduct or default or any acts or omissions, negligence, misconduct, fraud or default of any substitute appointed by the Appointee.

(g) *Expenditure by the Trustee*

Nothing contained in this Deed shall require the Trustee to do anything which may (a) be illegal or contrary to Applicable Law; or (b) cause it to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, Governmental Authority or discretion hereunder if it has not first been indemnified and/or secured and/or prefunded to its satisfaction.

(h) *Compliance with the terms of the Debentures*

The Debentures are subject to the provisions contained in this Deed, all of which shall be binding upon the Issuer and the Debenture Holders and all Persons claiming through or under them respectively.

## 9.6 Proof of default

Proof that the Issuer has failed to pay or procure to pay a sum due to the holder of any one Debenture will (unless the contrary be proved) be sufficient evidence that it has made the same default as regards all other Debentures which are then payable.

### **9.7 Trustee not precluded from entering into contracts**

Subject to Applicable Law, the Trustee and any other Person, whether or not acting for itself, may acquire, hold or dispose of any Debenture or other security (or any interest therein) of the Issuer or any other Person, may enter into or be interested in any contract or transaction with any such Person and may act on, or as depositary or agent for, any committee or body of holders of any securities of any such Person in each case with the same rights as it would have had if the Trustee were not acting as Trustee and need not account for any profit or may make any contract or enter into any arrangement or transaction with the Issuer in the ordinary course of business of the Trustee. The Trustee may, *inter alia*, undertake any banking, financial or agency services for the Issuer or for itself. The Trustee shall not be liable to account either to the Issuer or to the Debenture Holders for any profits made by them thereby.

### **9.8 Representations and warranties of the Trustee**

The Trustee represents and warrants that it is eligible to act as a trustee for the issuance of the Debentures in accordance with the provisions of the Act, the Share Capital and Debenture Rules, Debenture Trustee Regulations and other Applicable Law, and that there are no events or circumstances existing as of the date of this Deed that disqualify it from acting as a trustee.

### **9.9 Covenants and duties of the Trustee**

- (a) Notwithstanding anything to the contrary contained in this Deed, the Trustee undertakes that for so long as it is the Trustee, it shall:
  - (i) not do any act or deed which will disqualify it from acting as the Trustee; and
  - (ii) ensure that it continues to satisfy the eligibility criteria for it to act as the Trustee under the Act, the Share Capital and Debenture Rules and other Applicable Law including, *inter alia*, the Debenture Trustee Regulations.
- (b) The Trustee shall, for so long as it is the Trustee, comply with all duties and obligations required to be complied by it under the Act, the Share Capital and Debenture Rules, Debenture Trustee Regulations and other Applicable Law.

### **9.10 Power of Trustee to appoint Receiver**

Subject to the provisions of Section 69A of the Transfer of Property Act, 1882 and to Applicable Law, the Trustee may, at any time after the Security hereby constituted becomes enforceable, appoint in writing any one or more of the officers of the Trustee or any bank or financial institution doing business in India or



independent accountant as receiver(s) (the “**Receiver**”) of the Secured Property or any part thereof and remove any Receiver(s) so appointed and appoint any such other person(s) in his or their stead. Such Receiver shall be deemed to be the agent of the Issuer which shall be solely responsible for his acts and defaults and liable on any contract or engagement made or entered into by him and for his remuneration and the Secured Parties shall not incur any liability or responsibility therefore by reason of their making or consenting to his appointment as such Receiver. In addition to the foregoing, the following provisions shall also apply to such Receiver, subject to the relevant provisions of the Act:

- (a) *Appointment before or after possession:* A Receiver may be appointed either before or after the Trustee shall have entered into or taken possession of the Secured Property or any part thereof;
- (b) *Receiver to be vested with powers by Trustee:* The Receiver may be vested by the Trustee with such powers and discretions including powers of management as the Trustee may think expedient;
- (c) *Receiver to exercise powers vested in Trustee:* Unless otherwise prescribed by the Trustee in writing, the Receiver shall have and may exercise all the powers and authorities hereby conferred on the Trustee;
- (d) *Receiver to conform to regulations made by Trustee:* The Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations, instructions and directions made and given by the Trustee, from time to time;
- (e) *Receiver’s remuneration:* The Trustee may, from time to time, fix the remuneration of the Receiver and direct payment thereof out of the Secured Property, but the Issuer alone shall be liable for the payment of such remuneration;
- (f) *Receiver to give security:* The 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 but the Trustee shall not be bound in any case to require any such security;
- (g) *Receiver to pay the monies:* Unless otherwise directed by the Trustee, all monies, from time to time, received by such Receiver shall be paid over to the Trustee to be held by the Trustee upon the trust herein declared of and concerning the monies arising from any sale, calling in, collection or conversion of the property; and
- (h) *Applicability of Transfer of Property Act, 1882:* Subject as aforesaid the provisions of Section 69A 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.
- (i) The Receiver shall be an agent of the Issuer for all purposes and the Issuer alone shall be responsible for its acts and defaults, loss or misconduct and

liable on any contract or engagement made or entered into by it and for its remuneration and expenses. The Trustee or the Debenture Holders shall not incur any liability or responsibility therefore by reason of their making or consenting to its appointment as receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by the Receiver, whether the Issuer is or is not be in liquidation.

## 10. PROVISIONS FOR MEETING OF DEBENTURE HOLDERS

The provisions set out in Schedule I (*Provisions for the meetings of the Debenture Holders*) shall apply to the meetings of the Debenture Holders.

## 11. INDEMNITY

- (a) The Issuer (on behalf of itself and each other Obligor) hereby agrees and undertakes that each Obligor shall indemnify and keep indemnified the Trustee and/or the Debenture Holders and their nominee(s) or any of them and each of their Affiliates, officers, directors, employees, agents and advisors and every receiver, attorney, manager, agent or other person appointed by the Trustee and/or the Debenture Holders (each an “**Indemnified Party**”) against any and all losses, expenses, liabilities, obligations, damages, actions, proceedings, claims, demands and judgments (including without limitation legal and other fees on a full indemnity basis) asserted against or incurred by any Indemnified Party under, pursuant to, or otherwise in connection with the Transaction Documents, including without limitation, on account of any non-performance or non-observance or inaccuracy of any of the undertakings, covenants, representations and warranties and agreements on the part of the Obligors herein contained or otherwise in respect of the Debentures and/or any Transaction Documents, or any documents relating to the title to the Secured Property (including without limitation, the Property Documents). All sums necessary to effect the indemnity contained under this Clause 11 (*Indemnity*) and all sums payable by the Issuer or any other Obligor under this Clause 11 (*Indemnity*) shall (i) be payable within 5 (five) Business Days, (ii) form part of the Debt and (iii) be secured by the Security created in terms of the Transaction Documents.
- (b) Without prejudice to the provisions of paragraph (a) above, the Trustee and/or the Debenture Holders or their nominee(s) and every receiver or other person appointed by any of them shall, be entitled to be indemnified out of the Security created pursuant to the Transaction Documents in respect of all actions, proceedings, claims, demands, judgments, costs, charges, liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts of the Debenture Holders and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Security.
- (c) The Parties agree that the terms of this Clause 11 (*Indemnity*) shall not apply against any actions, proceedings, claims, demands, judgments, costs, charges, liabilities and expenses incurred by the Trustee or a Debenture

Holder on account of its own gross negligence, fraud and wilful misconduct as finally decided by a court of competent jurisdiction.

- (d) The indemnification rights of the Trustee under this Deed are independent of, and in addition to, such other rights and remedies as the Trustee may have under Applicable Law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

## **12. MISCELLANEOUS**

### **12.1 Saving of Rights**

- (a) The rights and remedies of the Debenture Holders in relation to any misrepresentation or breach of warranty on the part of the Issuer or any other Obligor shall not be prejudiced by any investigation by or on behalf of the Debenture Holders into the affairs of the Issuer or any other Obligor, by the execution or the performance of this Deed or by any other act or thing by or on behalf of the Debenture Holders in connection with this Deed and which might, apart from this Clause 12.1 (*Saving of Rights*), prejudice such rights or remedies.
- (b) No course of dealing and no failure or delay by the Debenture Holders in exercising any power, remedy, discretion, authority or other right under this Deed or any other agreement shall impair, or be construed to be a waiver of or an acquiescence in, that or any other power, remedy, discretion, authority or right under this Deed, or in any manner preclude its additional or future exercise.

### **12.2 Notices**

- (a) Any communication shall be by letter sent by registered post, courier, fax or e-mail:

#### **To the Issuer**

Address : SP Centre, 41/44 Minoo Desai Marg, Colaba,  
Mumbai – 400 005

Fax : NA

E-mail : dipak.sharma@shapoorji.com

Attention : Mr. Dipak Sharma

#### **To the Trustee**

Address : Asian Building, Ground Floor, 17, R. Kamani Marg,  
Ballard Estate, Mumbai, Maharashtra – 400 001

Fax : 022-6631 1776

E-mail : ashishnaik@idbitrustee.com, [itsl@idbitrustee.com](mailto:itsl@idbitrustee.com)

Attention : Mr. Ashish Naik

- (b) Communications will take effect in the case of a letter, when delivered, in the case of fax, when the relevant delivery receipt is received by the sender; provided that any communication which is received (or deemed to take effect in accordance with the foregoing) outside business hours or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following Business Day in such place. Any communication delivered to any party under this Deed which is to be sent by fax or electronic communication will be written legal evidence.
- (c) *Electronic Communication*
- (i) Any electronic communication made between any two Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by a Party to the Trustee only if it is addressed in such a manner as the Trustee shall specify for this purpose.
- (ii) Any electronic communication which becomes effective, in accordance with sub-paragraph (i) above, after 7 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Deed shall be deemed only to become effective on the following day.
- (iii) Any reference in a Transaction Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 12.2 (c) (*Electronic Communication*).
- (d) Without prejudice to paragraphs (a), (b) and (c) above, for so long as an Original Debenture Holder remains a Debenture Holder, a copy of any notice given or made to the Trustee pursuant to the foregoing provisions shall also be sent by courier and facsimile to such addresses as the Original Debenture Holders may notify to the Trustee from time to time.

### 12.3 Waiver

- (a) *No Implied Waiver or Impairment*

No delay or omission of the Trustee in exercising any right, power or remedy accruing of the Trustee upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Trustee in respect of any default or any acquiescence by it in any default affect or impair any right power or remedy of the Trustee in respect of any other defaults nor shall any single or partial exercise of any such right, power or

remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Trustee herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity.

(b) *Express Waiver*

A waiver or consent granted by the Trustee under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given. Any waiver granted by the Trustee shall be only given in accordance with Relevant Instructions.

#### **12.4 Modifications**

The Trustee shall concur with the Issuer in making any modifications in this Deed which in the opinion of the Trustee would not be prejudicial to the interests of the Debenture Holders, and to any modification of the terms of any of the Transaction Documents which is of a formal, minor or technical nature or is to correct a manifest error. Any other change or modification to the terms of the Debentures or this Deed shall require Relevant Instructions. Upon obtaining such approval, the Trustee and the Issuer shall give effect to the same by executing necessary deed(s) supplemental to this Deed (as necessary) or such other documents as may be necessary. A letter in writing executed between the Issuer and the Trustee in the form and manner acceptable to the Trustee shall be sufficient to carry out the modifications to this Deed.

#### **12.5 Effectiveness of this Deed**

This Deed shall be effective on and from the date of this Deed and shall be in force until the Debt have been fully paid-off to the satisfaction of the Debenture Holders, provided that if the conditions precedent set out in Schedule II (*Conditions Precedent*) have not been satisfied or waived by the Cut-off Date, the Trustee (acting in accordance with Relevant Instructions) shall have a right, by notice to the Issuer, to terminate this Deed and the other Transaction Documents at any time after the Cut-off Date has elapsed provided that, for the avoidance of doubt, any such termination shall not affect any obligation of the Issuer to pay any amounts that are then due and payable by it under the Transaction Documents.

#### **12.6 Discharges and Releases**

Notwithstanding any discharge, release or settlement from time to time between the Trustee and the Issuer, if any discharge or payment in respect of the obligations of the Issuer under this Deed is voided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of Applicable Law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason resulting in the above, the Trustee (acting in accordance with Relevant Instructions) shall be entitled hereafter to enforce this Deed as if no such discharge, release or settlement had occurred.

#### **12.7 Other Remedies**

The rights and remedies conferred upon the Trustee under this Deed shall not prejudice any other rights or remedies to which the Trustee may, independently of this Deed, whether by statute or otherwise, be entitled and in particular, the Trustee and/or the Debenture Holders shall retain all rights and remedies available to it and/or them under the Offer Letter and this Deed.

## **12.8 Counterparts**

This Deed (and any supplemental trust deed thereto) may be executed in counterpart, which when taken together shall constitute one and the same instrument.

## **12.9 Severability**

Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

## **12.10 Disclosure of Information**

- (a) The Issuer undertakes and shall ensure that each Obligor and SPCPL shall at all times keep confidential (and shall use best endeavours to procure that their respective employees, representatives, directors and agents keep confidential) any or all data or information relating to the Debentures, the Secured Parties and/or the Transaction Documents (“**Credit Information**”) and shall not disclose the aforesaid information or data except with the prior written consent of the Trustee and the Debenture Holders or as provided below in Clause 12.10(b);
- (b) The obligations of each Obligor and SPCPL contained in Clause 12.10(a) above shall cease to apply to any Credit Information required to be disclosed by an order of a court or under Applicable Law or any applicable regulatory requirements or by any Governmental Authority to whose jurisdiction a Obligor is subject or with whose instructions it is customary to comply.

## **12.11 Successors and Assignees**

This Deed binds and benefits the respective successors and assignees of the Parties. However, the Issuer may not assign or delegate any of its rights or obligations under this Deed without the prior written consent of Debenture Holders.

# **13. GOVERNING LAW AND JURISDICTION**

## **13.1 Governing Law**

This Deed, and all non-contractual obligations arising out of or in connection with it, is governed by and shall be construed in accordance with the laws of India.

## 13.2 Jurisdiction

- (a) Subject to paragraph (c) below, the Parties agree that the courts and tribunals of Mumbai shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or the Debentures (including any dispute regarding non-contractual obligations and any dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity) (a “**Dispute**”) and accordingly any legal action or proceedings arising out of or in connection with this Deed or the Debentures (“**Proceedings**”) may be brought solely in such courts or tribunals and, for such purposes, irrevocably submit to the jurisdiction of such courts and tribunals.
- (b) For the purpose of paragraph (a) above, the Issuer agrees that the courts and tribunals of Mumbai are the most appropriate and convenient forum to settle Disputes, and irrevocably waives any objection which it might now or hereafter have to the courts and tribunals of Mumbai being nominated as the forum to hear and determine any Disputes.
- (c) Paragraphs (a) and (b) above are for the benefit of the Trustee and the Debenture Holders only. As a result, the Trustee or a Debenture Holder may bring Proceedings in any other courts or tribunals with jurisdiction. To the extent allowed by law, the Trustee or a Debenture Holder may bring concurrent Proceedings in any number of jurisdictions.
- (d) The Parties acknowledge and agree that no provision of this Deed nor the participation or joining by the Original Debenture Holders in any Proceedings, in any way constitutes or implies a waiver, termination or modification by the Original Debenture Holders of any privilege, immunity or exemption granted to it in its constitutive documents, international conventions, or Applicable Law.
- (e) To the extent that the Issuer may be entitled in any jurisdiction to claim for itself or its assets immunity in respect of its obligations under this Deed or any other Transaction Document to which it is a party, from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process or to the extent that in any jurisdiction that immunity (whether or not claimed) may be attributed to it or its assets, the Issuer irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted now or in the future by the laws of such jurisdiction.
- (f) The Issuer also consents with respect to any Dispute to the giving of any relief or the issue of any process in connection with such Dispute including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.
- (g) To the extent that the Issuer may be entitled in any proceedings relating to a Dispute or in any proceedings arising out of or in connection with any Transaction Document (including any dispute regarding non-contractual

obligations and any dispute regarding the existence, validity or termination of the Transaction Document) to which the Issuer is a party, to apply for or to require that the Trustee or any Debenture Holder post any security for the costs of the Issuer or for any other matter, the Issuer agrees that it will not apply or impose that requirement and, accordingly, it irrevocably waives any such entitlement that it may otherwise have to the fullest extent permitted by Applicable Law.

- (h) Nothing contained herein shall be construed as extinguishing, limiting or ousting the rights and remedies of the Trustee, if available now or in the future as against the Issuer and/or any other persons, or any of their respective assets, under the SARFAESI Act and any other Applicable Law, and the Trustee shall stand absolutely entitled to exercise such rights/remedies thereunder irrespective of the initiation, pendency, or continuation of any other proceedings.



## **SCHEDULE I**

### **PROVISIONS FOR THE MEETINGS OF THE DEBENTURE HOLDERS**

The following provisions shall apply to any meeting of the Debenture Holders in relation to the Debentures.

1. (a) The Trustee or the Issuer may, at any time, and the Trustee shall at the request in writing of the holder(s) of Debentures representing not less than 1/10<sup>th</sup> (one-tenth) in value of the nominal amount of the Debentures for the time being outstanding, convene a meeting of the Debenture Holders. Any such meeting shall be held at Mumbai, India unless decided to the contrary by the Debenture Holders representing not less than 76% (seventy six per cent.) of the Debentures for the time being outstanding in writing or by electronic mode.
- (b) The Trustee shall also (i) upon the occurrence of a Default; or (ii) upon the happening of any event which adversely affects the interest of the Debenture Holders, promptly notify the Debenture Holders of the relevant event and convene a meeting of the Debenture Holders. Provided that, no such meeting shall be convened if the Debenture Holders consisting of not less than 51% (fifty one per cent.) in value of the nominal amount of the Debentures for the time being outstanding confirm that no such meeting is required.
2. (a) A meeting of the Debenture Holders may be called by giving not less than clear 2 (two) days' notice either in writing or through electronic mode in such manner as prescribed under the Management and Administration Rules.
- (b) A meeting may be called after giving shorter notice than that specified in paragraph (a) above, if consent is accorded thereto by the Debenture Holders representing not less than 76% (seventy six per cent.) of the Debentures for the time being outstanding in writing or by electronic mode.
3. (a) Every notice of a meeting shall specify the place, date, day and hour of the meeting and shall contain a statement of the business to be transacted thereat.
- (b) Notice of every meeting shall be given to every Debenture Holder, legal representative of any deceased Debenture Holder or the assignee of an insolvent Debenture Holder by sending it through post, speed post, courier service or by electronic mode in a letter addressed to such Debenture Holder or such other Person by name or by the title or by any like description at the address provided by such Debenture Holder or such other Person to the Issuer.
4. The accidental omission to give notice to, or the non-receipt of notice by, any Debenture Holder or other Person to whom it should be given shall not invalidate the proceedings at the meeting.

5. (a) 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 (i) the nature of the concern or interest, financial or otherwise, if any, in respect of each items of: (A) every director and the manager of the Issuer, if any; (B) every other key managerial person of the Issuer and; (C) relatives of the persons mentioned in (A) and (B) above and; (ii) any other information and facts that may enable the Debenture Holders to understand the meaning, scope and implications of the items of business and to take decisions thereon.

Provided that where any item of business as aforesaid to be transacted at a meeting of the Debenture Holders relates to, or affects, any other company, the extent of shareholding interest in that company of every promoter, director and manager, if any, and of every other key managerial personnel of the Issuer shall also be set out in the statement if the extent of such shareholding interest is not less than 2% (two per cent.) of the paid up share capital of that company.

- (b) Where any item of business relates to the approval of any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.
6. (a) Debenture Holders holding more than half of the aggregate nominal value of the outstanding Debentures personally present shall be the quorum for the meeting of the Debenture Holders and the provisions of following paragraph (b) shall apply with respect thereto. *Provided that*, any Debenture Holder being an Issuer Affiliate shall not be taken into account for determining quorum.
- (b) If, within half an hour from the time appointed for holding a meeting of the Debenture Holders, a quorum is not present, the meeting, if called upon the requisition of the Debenture Holders shall stand cancelled but in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Trustee may determine and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed for holding the meeting, the Debenture Holders present shall be the quorum.
7. (a) The nominee of the Trustee shall be the chairman (“**Chairman**”) of the meeting and in his absence the Debenture Holders personally present at the meeting shall elect one of themselves to be the Chairman thereof on a show of hands.
- (b) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act, and the Chairman elected on a show of hands under paragraph (a) above shall continue to be the Chairman of the meeting until some other Person is elected as Chairman as a result of the poll, and such other Person shall be the Chairman for the rest of the meeting.

8. The Trustee and the directors of the Issuer and their respective solicitors may attend any meeting but shall not be entitled as such to vote thereat.
9. At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in the manner mentioned below or the voting is carried out electronically. A declaration by the Chairman of the passing of a resolution or otherwise by show of hands as above and an entry to that effect in the books containing the minutes of the meeting shall be conclusive evidence of the fact of passing of such resolution or otherwise.
10. Before or on the declaration of the result on voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf by holder(s) of Debentures representing not less than 1/10<sup>th</sup> (one-tenth) of the nominal amount of the Debentures for the time being outstanding, present in Person or by proxy.
11.
  - (a) A poll demanded for adjournment of the meeting or appointment of the Chairman shall be taken forthwith.
  - (b) A poll demanded on any other question (not being a question relating to adjournment of the meeting or the election of a Chairman) shall be taken at such time not being later than 48 (forty eight) hours from the time when the demand was made, as the Chairman may direct.
12. At every such meeting each Debenture Holder shall on a show of hands be entitled to 1 (one) vote only, and on a poll such Debenture Holder be entitled to one vote in respect of every Debenture of which he is a holder in respect of which he is entitled to vote.
13.
  - (a) Any Debenture Holder entitled to attend and vote at the meeting shall be entitled to appoint another Person (whether a Debenture Holder or not) as his proxy to attend and vote instead of himself.
  - (b) In every notice calling the meeting there shall appear with reasonable prominence a statement that a Debenture Holder entitled to attend and vote is entitled to appoint one or more proxies, to attend and vote instead of himself, and that a proxy need not be a Debenture Holder.
  - (c) 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 Issuer not less than 24 (twenty four) 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.
  - (d) The instrument appointing a proxy shall:
    - (i) be in writing; and

- (ii) 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.
  - (e) The instrument appointing a proxy shall be in Form No. MGT-11 provided under the Management and Administration Rules, 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 the Issuer.
  - (f) Every Debenture Holder entitled to vote at a meeting of the Debenture Holders of the Issuer on any resolution to be moved thereat shall be entitled during the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Issuer, provided not less than 3 (three) Business Days' notice in writing of the intention so to inspect is given to the Issuer.
  - (g) 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 Debenture 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 Issuer 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 Holders, a Debenture Holder 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.
15. When a poll is to be taken, the Chairman of the meeting shall appoint such number of Persons, as he deems necessary, as scrutinizers to scrutinise the poll process and votes given on the poll and to report thereon to him.
16. (a) Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.
- (b) 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 Holders, the vote of the first named Debenture Holder who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the other joint holder or holders.
18. The Chairman of a meeting of the Debenture Holders may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

19. In the case of equality of votes, whether on a show of hands, or on a poll, the matter shall be put up for a re-poll. In the case of equality of votes, whether on a show of hands, or on a poll, during the re-poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled to as a Debenture Holder.
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. Any action in respect of any matters (unless specifically set out otherwise) shall be exercisable by a resolution passed at a meeting of the Debenture Holders duly convened and held in accordance with the provisions contained in this Schedule I and carried by a majority consisting of not less than 51% (fifty one per cent.) in value of the nominal amount of the Debentures for the time being outstanding upon a show of hands or if a poll is demanded by a majority representing not less than 51% (fifty one per cent.) in value of the nominal amount of the Debentures for the time being outstanding. Such a resolution is called a “**Majority Resolution**”. *Provided that*, for so long as an Issuer Affiliate beneficially owns any Debenture, in ascertaining the Majority Resolution, or whether any given percentage (including for the avoidance of doubt, unanimity) of the total Nominal Value of the Debentures for the time being outstanding has been obtained to approve any request for a consent, waiver, amendment or other vote under the Transaction Documents, the Nominal Value of such Debentures shall be deemed to be zero.
23. A resolution, passed at a general meeting of the Debenture Holders duly convened and held in accordance with this Deed shall be binding upon all the Debenture Holders, whether present or not at such meeting, and each of the Debenture Holders shall be bound to give effect thereto accordingly, and the passing of any such resolutions shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.
24. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered into books from time to time provided for the purpose by the Trustee at the expenses of the Issuer 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.
25. Notwithstanding anything herein contained, it shall be competent to all the Debenture Holders to attend the meeting(s) of the Debenture Holders by way of teleconference or video conference or any other electronic mode without to

requirement of being physically present at the meeting of the Debenture Holders and/ or to exercise the rights, powers and authorities of the Debenture Holders under this Deed by a letter or letters signed by or on behalf of the Debenture Holders (by way of e-mail or otherwise) without convening a meeting of the Debenture Holders as if such letter or letters constituted a resolution, a Majority Resolution or an Ordinary Resolution, as the case may be, passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.

26. For any written consent of the Debenture Holders, the Trustee (or as applicable, the Issuer or a Debenture Holder) shall provide a notice in writing to the last available address of each Debenture Holder at least 10 (ten) Business Days prior to the date on which any decision is required to be made or consent to be provided is. The record date of such notice shall be the date falling 3 (three) Business Days prior to the date of dispatch of such notice. If the notice specifies any notice period, then any consents received after such notice period will not be accepted. The Debenture Holders are required to submit their consent only in written form to the Trustee. The Debenture Holders however can ratify any shorter notice depending on the reasons given or prevailing circumstances on a case to case basis.
27. This Schedule I is for the benefit of the relevant Debenture Holders only and the Obligors shall not have the right to dispute any actions or decisions taken in accordance with the terms hereof, notwithstanding any breach of the terms hereof or any disputes *inter se* the Debenture Holders in relation thereto.

## SCHEDULE II

### CONDITIONS PRECEDENT

#### **CONDITIONS PRECEDENT TO THE DEBENTURES**

1. A certified true copy of the certificate of incorporation of the Issuer and each other Obligor (other than SVEPL) together with their respective Charter, in a form and manner satisfactory to the Trustee and in respect of SVEPL, certificate of incorporation of SVEPL together with its Charter reflecting amendments required, for the purpose of the transactions contemplated under the Pledge Agreement.
2. A certified true copy of a resolution of the board of directors of the Issuer under Section 179 of the Act, dated no more than 12 (twelve) months prior to the date of the Offer Letter:
  - (a) approving the terms of, and the transactions contemplated by, this Deed, the relevant Security Documents, the Debenture Trustee Agreement and the other Transaction Documents and resolving that it will execute such documents;
  - (b) authorizing a specified Person or Persons to execute the Transaction Documents mentioned in (a) above on its behalf; and
  - (c) authorising a specified Person or Persons, on its behalf, to sign and/or dispatch all documents and notices to be signed or dispatched by it under or in connection with the Transaction Documents mentioned in (a) above.
3. Certified true copies of the special resolutions of the shareholders of the Issuer under Section 42 of the Act.
4. A certified true copy of a resolution of the board of directors of HPL, SVEPL and PREPL:
  - (a) approving the terms of, and the transactions contemplated by, the relevant Transaction Documents and resolving that it will execute such documents;
  - (b) authorizing a specified Person or Persons to execute the Transaction Documents mentioned in (a) above on its behalf; and
  - (c) authorising a specified Person or Persons, on its behalf, to sign and/or dispatch all documents and notices to be signed or dispatched by it under or in connection with the Transaction Documents mentioned in (a) above.
5. Certified true copies of the following special resolutions: (a) passed by the shareholders of HPL under Section 180(1)(a) of the Act to provide Security to secure the Debentures and the SVEPL Debentures; (b) passed by the shareholders of SVEPL under Section 185 of the Act to provide Security and/or guarantee to secure the Debentures; (c) passed by the shareholders of the Issuer under Section 185 of the Act to provide Security and/ or guarantee to secure the SVEPL Debentures;

6. Certified true copies of certificates issued by a practicing company secretary or chartered accountant and authorized signatory of (i) HPL, confirming that (A) HPL is in compliance with the provisions of the Act (including Section 180(1)(a)) and (B) Section 185 and Section 186 of the Act are not applicable on HPL in order to provide Security to secure the Debentures and SVEPL Debentures; (ii) SVEPL, confirming that (A) SVEPL is in compliance with the provisions of the Act (including Section 185) and (B) Section 180 and Section 186 of the Act are not applicable on SVEPL in order to provide Security and/or guarantee to secure the Debentures; (iii) the Issuer, confirming that (A) the Issuer is in compliance with the provisions of the Act (including Section 185) and (B) Section 180 and Section 186 of the Act are not applicable on the Issuer in order to provide Security and/or guarantee to secure the SVEPL Debentures; (iv) SPCPL, confirming that Section 180, Section 185 and Section 186 of the Act are not applicable on SPCPL in order to provide Security to secure the SVEPL Debentures;
7. The specimen of the signature of each Person authorised by the resolutions referred to in (2) and (4) above.
8. A certificate of the Issuer (signed by an authorized signatory of the Issuer) confirming that:
  - (a) the Issuer is a private limited company which is not a subsidiary of a public company and it has not committed a default in filing its financial statements under section 137 of the Act or annual return under section 92 of the Act and no shareholder's resolution pursuant to Section 180(1)(a) and Section 180(1)(c) of the Act is required to approve the borrowing limits and securing limits, respectively, of the Issuer;
  - (b) no Default has occurred and/or is continuing as of the date of the certificate (being no earlier than the date of this Deed);
  - (c) since the date of this Deed, no event has occurred which has or could reasonably be expected to have a Material Adverse Effect;
  - (d) the representations and warranties made in Schedule IV (*Representations and Warranties*) of this Deed and other Transaction Documents are true and correct on and as of the date of this Deed and the date of such certificate;
  - (e) the Issuer is and will be, after issuance of the Debentures, in full compliance with all provisions of the Transaction Documents, its Charter, any document to which it is a party or by which it is bound, and any Applicable Laws and regulations applicable to it;
  - (f) borrowing, securing or otherwise collateralising, as appropriate, the Debt would not cause any borrowing, securing, collateralising or similar limit binding on it to be exceeded (including any limits imposed under any resolution passed by the shareholders of the Issuer);
  - (g) the proceeds of the Debentures are within the authorized borrowing limits of the Issuer and are needed by the Issuer for the purpose specified in Clause 2.4 (*Purpose*) of the Deed;



- (h) there are no legal proceedings pending or threatened affecting the obligations of the Issuer under the Transaction Documents;
  - (i) all documents submitted in relation to the conditions precedent listed in the Transaction Documents are true and subsisting as on date;
  - (j) there are no Tax liabilities and proceedings initiated/pending relating to/against the Issuer;
  - (k) there are no undisputed statutory dues towards the employees pending against the Issuer;
  - (l) there are no loans and other contingent and non-contingent liabilities of the Issuer, other than as disclosed in the financial statements of the Issuer and under such certificate;
  - (m) the Issuer is not (i) a core investment company; or (ii) a non-banking financial company, nor is it required to be registered as a core investment company or a non-banking financial company with the RBI;
  - (n) the Issuer is solvent; and
  - (o) each copy or original documents provided by the Issuer as a condition precedent under this Schedule II (*Conditions Precedent*) of this Deed is correct, complete and in full force and effect as on the date of such certificate and have not been revoked, rescinded or superseded.
9. Certificate of an independent practicing chartered accountant confirming the statements made in paragraphs 8(a), 8(f), 8(j), 8(k), 8(l), and 8(n).
10. A certificate of each other Obligor (other than the Issuer and PREPL) signed by an authorized signatory of such Obligor, in each case in a form and manner to the satisfaction of the Trustee, confirming that:
- (a) no Default has occurred and/or is continuing as of the date of the certificate (being no earlier than the date of the relevant Transaction Document);
  - (b) since the date of the relevant Transaction Document, no event has occurred which has or could reasonably be expected to have a Material Adverse Effect;
    - (i) the representations and warranties made by it or in respect of it in the Transaction Documents are true and correct on and as of the date of such Transaction Documents and the date of such certificate;
    - (ii) such Obligor is and will be, after issuance of the Debentures, in full compliance with all provisions of the Transaction Documents, its Charter, any document to which it is a party or by which it is bound, and any Applicable Laws and regulations applicable to it;

- (iii) there are no legal proceedings pending or threatened affecting the obligations of such Obligor under the Transaction Documents other than as set out in the certificate;
  - (iv) securing or otherwise collateralising, as appropriate, the Debt would not cause any securing, collateralising or similar limit binding on it to be exceeded (including any limits imposed under any resolution passed by the shareholders of such Obligor);
  - (v) such Obligor is in compliance of Section 180(1)(a), Section 185 and Section 186 of the Act with respect to Security provided pursuant to Transaction Documents;
  - (vi) such Obligor is solvent;
  - (vii) there are no Tax liabilities and proceedings initiated/pending relating to/against such Obligor;
  - (viii) there are no statutory dues towards the employees pending against such Obligor;
  - (ix) there are no loans and other contingent and non-contingent liabilities of such Obligor, other than as disclosed in the financial statements of such Obligor and under such certificate;
  - (x) each copy or original documents provided by such Obligor as a condition precedent under this Schedule II (*Conditions Precedent*) of this Deed is correct, complete and in full force and effect as on the date of execution of this Deed and have not been revoked, rescinded or superseded; and
  - (xi) that such Obligor has obtained all approvals and consents (if any) required for the purpose of execution of the Transaction Documents to which it is a party.
11. Certificate of an independent practicing chartered accountant confirming that the statements made in paragraphs 10(b)(v), 10(b)(vi), 10(b)(vii), 10(b)(viii) and 10(b)(ix), in a form and manner to the satisfaction of the Trustee.
12. A certificate of PREPL signed by an authorized signatory of PREPL, in each case in a form and manner to the satisfaction of the Trustee, confirming that:
- (a) no Default has occurred and/or is continuing as of the date of the certificate (being no earlier than the date of the PREPL Undertaking);
  - (b) since the date of the PREPL Undertaking, no event has occurred which has or could reasonably be expected to have a Material Adverse Effect;
    - (i) the representations and warranties made by it or in respect of it in the PREPL Undertaking are true and correct on and as of the date of such PREPL Undertaking and the date of such certificate;

- (ii) PREPL is and will be, after issuance of the Debentures, in full compliance with all provisions of the PREPL Undertaking, its Charter, any document to which it is a party or by which it is bound, and any Applicable Laws and regulations applicable to it;
  - (iii) there are no legal proceedings pending or threatened affecting the obligations of PREPL under the PREP Undertaking other than as set out in the certificate;
  - (iv) that PREPL is solvent;
  - (v) there are no Tax liabilities and proceedings initiated/pending relating to/against PREPL;
  - (vi) there are no statutory dues towards the employees pending against PREPL;
  - (vii) there are no loans and other contingent and non-contingent liabilities of PREPL, other than as disclosed in the financial statements of PREPL and under such certificate;
  - (viii) each copy or original documents provided by PREPL as a condition precedent under this Schedule II (*Conditions Precedent*) of this Deed is correct, complete and in full force and effect as on the date of execution of this Deed and have not been revoked, rescinded or superseded; and
  - (ix) that PREPL has obtained all approvals and consents (if any) required for the purpose of execution of the PREPL Undertaking.
13. Issuance of the Offer Letter to the Original Debenture Holder.
14. Evidence, in form and manner satisfactory to the Debenture Holders, that all fees, charges, taxes due and payable under this Deed, including but not limited to the, the legal fees of the counsel, fees to all vendors, other transaction related costs and expenses related to due diligence and legal documentation and stamping and registration costs have been duly paid in full.
15. Each Obligor shall have complied with the “Know Your Customer” norms, to the satisfaction of the Trustee.
16. The following Transaction Documents duly executed by all parties thereto and appropriately stamped, in form and substance satisfactory to the Original Debenture Holders:
- (a) this Deed;
  - (b) the Debenture Trustee Agreement;
  - (c) the Security Sharing Letter;
  - (d) the Corporate Guarantee;

- (e) the Accounts Agreement (executed by SVEPL in connection with the Escrow Account and any other accounts of SVEPL as may be required pursuant to the Transaction Documents and related matters);
  - (f) the Mortgage Documents (to be executed by HPL in connection with its Mortgaged Properties) for creating Security for the Debentures and SVEPL Debentures, on a *pari passu* basis;
  - (g) the Mortgage Documents (to be executed by SVEPL in connection with its Mortgaged Properties) for creating Security for the Debentures and SVEPL Debentures, on a *pari passu* basis;
  - (h) the Deed of Hypothecation (to be executed by SVEPL in connection with its Hypothecated Properties) for creating Security for the Debentures and SVEPL Debentures, on a *pari passu* basis;
  - (i) the Hypothecation Power of Attorney (to be executed by SVEPL pursuant to the Deed of Hypothecation to be executed by SVEPL), duly notarized; and
  - (j) the PREPL Undertaking in connection with the Debentures and the SVEPL Debentures.
17. Letter of comfort to be executed by SPCPL in connection with the SREPL Debentures.
18. Corporate guarantee to be executed by the Issuer in favour of the SVEPL Debenture Trustee to guarantee the “Debt” (*as defined under the SVEPL Debenture Trust Deed*).
19. Power of attorney pursuant to the “deed of hypothecation” (as described under the SREPL Debenture Trust Deed) to be duly executed, appropriately stamped and notarized, in a form and manner acceptable to the debenture trustee acting in connection with the SREPL Debentures.
20. Completion of all other conditions as set out under the SREPL Debenture Trust Deed and/or any other documents executed in connection with the SREPL Debentures, that are required to be completed in accordance with the terms thereof on or prior to the Deemed Date of Allotment.
21. Completion of all other conditions as set out under the SVEPL Debenture Trust Deed (other than paragraph 15 and 16 of Schedule III of the SVEPL Debenture Trust Deed) and/or any other documents executed in connection with SVEPL Debentures that are required to be completed in accordance with the terms thereof on or prior to the Deemed Date of Allotment.
22. A certificate from an independent chartered accountant confirming, in respect of each of the Obligors, that there are no proceedings pending before, or claims due to, any Tax authority which could result in its assets being or becoming subject to any Tax claims pursuant to Section 281 of the Tax Act, Section 81 of the Maharashtra Goods and Services Tax Act, 2017 and Section 81 of the Central

Goods and Services Tax Act, 2017.

23. A certified true copy of the certificate of incorporation of SPCPL together with its Charter, in a form and manner satisfactory to the Trustee.
24. A certified true copy of a resolution of the board of directors of SPCPL under Section 179 of the Act, prior to the date of the Pledge Agreement:
  - (i) approving the terms of, and the transactions contemplated by, the Pledge Agreement and Pledge Power of Attorney and resolving that it will execute such documents;
  - (ii) authorizing a specified Person or Persons to execute the Transaction Documents mentioned in (a) above on its behalf; and
  - (iii) authorising a specified Person or Persons, on its behalf, to sign and/or dispatch all documents and notices to be signed or dispatched by it under or in connection with the Transaction Documents mentioned in (a) above.
25. The specimen of the signature of each Person authorised by the resolutions referred to in (24) above, in a form and manner to the satisfaction of the Trustee.
26. Evidence of an intimation (in writing) made by SPCPL to its lenders in relation to the pledge created or to be created by SPCPL pursuant to the Pledge Agreement and acknowledgement of the same provided by its lenders (in writing), in each case in a form and substance satisfactory to the Trustee.
27. An acknowledged copy of the application filed by SPCPL under Section 281 of the Tax Act in respect of the Security created by SPCPL pursuant to the Pledge Agreement.
28. Duly executed (i) Pledge Agreement; and (ii) notarized Pledge Power of Attorney, by all parties thereto and appropriately stamped, in each case in a form and substance satisfactory to the Trustee.
29. ‘Annexure W’ or ‘Form 28’ filed by SPCPL with the Depository in connection with the pledge created pursuant to the Pledge Agreement in favour of SVEPL Debenture Trustee (acting as an agent of the Trustee and for the benefit of the Secured Parties) and pledge master report (reflecting the pledge status as “Pledged”) in connection with the pledge pursuant to the Pledge Agreement.
30. A certified copy of the audited annual financial statements of the Issuer, HPL and PREPL for the Financial Year ending on March 31, 2020.
31. Evidence of the large exposure identification (LEI) number obtained by the Issuer, if applicable.
32. Evidence that Form CHG 1 (in relation to the Security created pursuant to the Pledge Agreement) has been duly filed by SPCPL with the relevant registrar of companies.

33. Evidence that Form CHG 1 (in relation to the Security created by the Issuer to secure the SVEPL Debentures) has been duly filed by the Issuer with the relevant registrar of companies.
34. Evidence that Form CHG 1 (in relation to the Security created by SVEPL to secure the Debentures) has been duly filed by the SVEPL with the relevant registrar of companies.
35. Evidence that Form CHG 9 (in relation to the Security created by SVEPL to secure the SVEPL Debentures) have been duly filed by SVEPL with the relevant registrar of companies.
36. Evidence for the appointment of the Trustee for the purposes of the Issue and relevant Transaction Documents.
37. Copy of the agreement recording the arrangement with the relevant Depository for issuing and holding Debentures in dematerialized form.
38. Receipt of no-objection letters by HPL from its Existing Lenders, confirming their consent to, *inter alia*, issuance of the Debentures, the creation of the Security in favor of the Trustee (acting on behalf of and for the benefit of the Debenture Holders), in a form and manner acceptable to the Original Debenture Holders.
39. Completion of satisfactory business, legal, technical, valuation and real estate and financial due diligence by the Secured Parties capable of being relied on by the Trustee and issuance of the final title search report in relation to the Mortgaged Properties of HPL confirming HPL's title to the Mortgaged Properties;.
40. Submission of evidence to the satisfaction of the Trustee that the relevant board or shareholders' resolution of the Issuer, under Section 42 of the Act in relation to the Debentures, has been filed with the relevant register of companies prior to the issuance of the Offer Letter.
41. Receipt of all authorisations required or desirable for the Original Debenture Holders to subscribe to the Debentures.
42. A copy of any other Authorization or document, opinion or assurance which the Trustee considers to be necessary or desirable in connection with the Debentures or the entry into and performance of the transactions contemplated by any Transaction Document or for the validity or enforceability of any Transaction Document.
43. Amendment to the SREPL Debenture Trust Deed for amending the event of default provisions relating to cross default to include a default under the SVEPL Debentures and/or the Debentures as an event of default under the SREPL Debentures.
44. Any conditions precedent in any other Transaction Document which are stated to be conditions precedent under this paragraph of this Schedule II (*Conditions Precedent*).

**SCHEDULE III**  
**CONDITIONS SUBSEQUENT**

1. Receipt of the ISIN from the Depository for the issuance of the Debentures in dematerialized form within 1 (one) day from the Deemed Date of Allotment.
2. Payment of appropriate stamp duty on the Debentures on the Deemed Date of Allotment, as prescribed under the Applicable Law.
3. Certified true copy of the resolution of the Board authorizing the allotment of the Debentures on the Deemed Date of Allotment.
4. Within 2 (two) Business Days of the Deemed Date of Allotment of the Debentures credit of the Debentures in the specified dematerialized account(s) of the Debenture Holders.
5. Filing of a return of allotment on the issue of the Debentures in Form PAS-3 specified pursuant to Rule 12 and 14 of the Prospectus and Allotment of Securities Rules, by the Issuer, with the registrar of companies, within 3 (three) days from the Deemed Date of Allotment.
6. Evidence that the Mortgage Documents executed by HPL have been duly registered with the relevant sub-registrar of assurances within 45 days from the date of creation of the relevant mortgage or such other time as may be extended by the Trustee (in writing) provided that such extension has been granted by the Trustee prior to the expiry of the aforesaid period of 45 days, if such registration is required under Applicable Law.
7. Evidence that the Mortgage Documents executed by SVEPL have been duly registered with the relevant sub-registrar of assurances within 45 days from the date of creation of the relevant mortgage or such other time as may be extended by the Trustee (in writing) provided that such extension has been granted by the Trustee prior to the expiry of the aforesaid period of 45 days, if such registration is required under Applicable Law.
8. Evidence that Form CHG-9 (in relation to the Security created by the Issuer pursuant to the relevant Security Documents) has been duly filed by the Issuer with the relevant registrar of companies within 5 (five) Days from the Deemed Date of Allotment.
9. Evidence that Form CHG 1 (in relation to the Security created by HPL pursuant to relevant Security Documents to secure the Debentures) has been duly filed by HPL with the relevant registrar of companies within 45 days from the date of creation of the relevant mortgage.
10. Evidence that Form CHG 1 (in relation to the Security created by HPL to secure the SVEPL Debentures) has been duly filed by HPL with the relevant registrar of companies within 45 days from the date of creation of the relevant mortgage.

11. The Issuer shall, no later than 45 days from the date of execution of the relevant Security Document deliver to the Trustee certificate of registration of charge provided by the relevant registrar of companies in connection with the CHG-9 filed by the Issuer in relation to the Security created by it pursuant to the Deed of Hypothecation.
12. The Issuer shall, no later than 45 days from the date of execution of the relevant security document deliver to the Trustee certificate of registration of charge provided by the relevant registrar of companies in connection with the CHG-1 filed by the Issuer in relation to the Security created by it to secure the SVEPL Debentures.
13. The Issuer shall, no later than 45 days from the date of execution of the relevant Security Document deliver to the Trustee certificate of registration of charge provided by the relevant registrar of companies in connection with the CHG-1 filed by SVEPL in relation to the Security created by it pursuant to the Deed of Hypothecation and Mortgage Documents to secure the Debt.
14. The Issuer shall, no later than 45 days from the date of execution of the relevant security document deliver to the Trustee certificate of registration of charge provided by the relevant registrar of companies in connection with the CHG-9 filed by SVEPL in relation to the Security created by it to secure the SVEPL Debentures.
15. The Issuer shall, no later than 45 days from the date of execution of the relevant Security Document deliver to the Trustee certificate of registration of charge provided by the relevant registrar of companies in connection with the CHG-1 filed by HPL in relation to the Security created by it to secure the Debt.
16. The Issuer shall, no later than 45 days from the date of execution of the relevant security document deliver to the Trustee certificate of registration of charge provided by the relevant registrar of companies in connection with the CHG-1 filed by HPL in relation to the Security created by it to secure the SVEPL Debentures.
17. The Issuer shall, no later than 45 days from the date of execution of the Pledge Agreement deliver to the Trustee certificate of registration of charge provided by the relevant registrar of companies in connection with the CHG-1 filed by SPCPL in relation to the Security created by it to secure the SVEPL Debentures.
18. A legal opinion from Cyril Amarchand Mangaldas, in form and substance satisfactory to the Original Debenture Holders within the timelines agreed with the Trustee.
19. The Issuer shall and shall ensure each Obligor co-operates with the Trustee to enable it to make necessary filings in connection with the Security created over the Secured Property under the Transaction Documents with (a) the Central Registry of Securitisation Asset Reconstruction and Security Interest of India in accordance with the SARFAESI Act and rules and regulations framed thereunder, within 30 (thirty) days from the date of creation of the relevant Security; (b) the Information Utility, in accordance with Rule 20 of the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017, as may be required by the Trustee or within the timelines required under Applicable Law.



20. Within 30 days from the Deemed Date of Allotment, evidence to the satisfaction of the Trustee that (a) the AMC has lien marked the Initial DSRA Units in favour of the Trustee prior to or simultaneously with the execution of the relevant Deed of Hypothecation; and (b) lien marked the additional DSRA Units in favour of the Trustee simultaneously with the creation of charge over such additional DSRA Units pursuant to the relevant Deed of Hypothecation and evidence that the DSRA Required Balance has been duly maintained by the Issuer and charged pursuant to the Security Documents, in a form and manner to the satisfaction of the Trustee.
21. Within 5 (five) days of the Deemed Date of Allotment, a copy of notice of charge created over the relevant Hypothecated Properties relating to the Issue Proceeds Account, in a form and manner satisfactory to the Trustee, issued by the Issuer to the Account Bank and acknowledgement thereof issued by the Account Bank, within the timelines specified under the relevant Deed of Hypothecation.
22. The Issuer shall, within 30 (thirty) days from the Deemed Date of Allotment, deliver to the Trustee a certificate from a chartered accountant of the Issuer setting out the details of the purposes for which the Issue proceeds were applied and confirming that the Issue proceeds have been utilized as per the provisions of the Transaction Documents.
23. The Issuer shall, no later than December 31, 2021, deliver to the Trustee the following:
  - (a) A certified true copy of a resolution of the board of directors of SPCPL under Section 179 of the Act:
    - (i) approving the terms of, and the transactions contemplated by the Letter of Comfort;
    - (ii) authorizing a specified Person or Persons to execute the Letter of Comfort mentioned in (i) above on its behalf; and
    - (iii) authorising a specified Person or Persons, on its behalf, to sign and/or dispatch all documents and notices to be signed or dispatched by it under or in connection with the Letter of Comfort.
  - (b) The Letter of Comfort duly executed by all parties thereto and appropriately stamped, in form and substance satisfactory to the Original Debenture Holders.
24. a copy of the no objection certificate under Section 281 of the Tax Act in respect of the Security created by SPCPL under the Pledge Agreement within 180 (one hundred eighty) days from the date of allotment of the SVEPL Debentures or such other time as may be extended by the Trustee (in writing) provided that such extension has been granted by the Trustee prior to the expiry of the aforesaid period of 180 (one hundred eighty) days.
25. The Issuer shall ensure that each Obligor (other than the Issuer) shall, within such number of days as required by the Trustee deliver duly executed Transaction

Documents by all parties thereto and appropriately stamped, in form and substance satisfactory to the Trustee.

26. Within 90 days from the SVEPL Deemed Date of Allotment, the unaudited annual financial statements for the Financial Year ending on March 31, 2021 of each Obligor along with a certificate from the independent chartered accountant of that Obligor certifying that accounting, management information and cost control systems of the Obligor are in place to the satisfaction of the Original Debenture Holders.
27. A copy of any other Authorization or document, opinion or assurance which the Trustee considers to be necessary or desirable in connection with the Debentures or the entry into and performance of the transactions contemplated by any Transaction Document or for the validity or enforceability of any Transaction Document, and in accordance with the timelines as may be requested by the Trustee.
28. Any conditions subsequent in any other Transaction Document which are stated to be conditions subsequent under this paragraph of this Schedule III (*Conditions Subsequent*).
29. Within 30 days from the Deemed Date of Allotment, the following Transaction Documents duly executed by all parties thereto and appropriately stamped, in form and substance satisfactory to the Original Debenture Holders:
  - (a) the Deed of Hypothecation (to be executed by the Issuer in connection with its Hypothecated Properties) for creating Security for the Debentures and SVEPL Debentures, on a *pari passu* basis; and
  - (b) the Hypothecation Power of Attorney (to be executed by the Issuer pursuant to the Deed of Hypothecation of the Issuer to be executed by the Issuer), duly notarised.
30. Within 30 days from the Deemed Date of Allotment, completion of the conditions set out under paragraph 15 and 16 of Schedule III of the SVEPL Debenture Trust Deed, in the form and manner satisfactory to the SVEPL Debenture Trustee.

## **SCHEDULE IV**

### **REPRESENTATIONS AND WARRANTIES**

#### **1. Status**

- (a) Each Obligor is a company, duly incorporated and validly existing under the laws of India.
- (b) Each Obligor has the power to own its assets and carry on its business as it is being conducted.
- (c) No Obligor is a core investment company or non-banking financial company, nor is it required to be registered as a core investment company or non-banking financial company with the RBI.

#### **2. Binding obligations**

The obligations expressed to be assumed by each Obligor in each Transaction Document to which such Obligor is a party, are legal, valid, binding and enforceable obligations.

#### **3. Non-conflict with other obligations**

- (a) The entry into and performance by the Obligors of, and the transactions contemplated by, the Transaction Documents do not and will not conflict with
  - (i) any Applicable Law;
  - (ii) its constitutional documents; or
  - (iii) any agreement or instrument (including the Property Documents) binding upon each of the Obligors or any of their assets,

nor (except as provided in any Transaction Document) result in the existence of, or oblige them to create, any Security over any of their respective assets.

- (b) Other than as specifically set out under this Deed, no third party approval or consent (including, without limitation, from any existing lender of any Obligor and/or approval from any Governmental Authority or other authority or body pursuant to The Special Economic Zones Act, 2005 and rules made thereunder) is required by the Obligors or any of them for the entry into, or performance of their obligations under any of the Transaction Documents and/or any of the Property Documents.

#### **4. Power and authority**

Each Obligor has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents and/or the Property Documents to which it is a party and

the transactions contemplated by those Transaction Documents and/or the Property Documents.

**5. Validity and admissibility in evidence**

All Authorizations required or desirable for each Obligor (as applicable):

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents and the Property Documents to which it is a party;
- (b) to make the Transaction Documents and the Property Documents to which it is a party admissible in evidence in its jurisdiction of incorporation;
- (c) to enable it to create the Security to be created by it pursuant to any Transaction Document and to ensure that such Security has the priority and ranking it is expressed to have;
- (d) to ensure that its obligations under the Transaction Documents to which it is a party and legal, valid, binding and enforceable; and
- (e) for it to carry on its business,

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

**6. Governing law and enforcement**

- (a) The choice of Indian law by each Obligor as the governing law of the Transaction Documents will be recognised and enforced in its jurisdiction of incorporation.
- (b) Any judgment or decree obtained in India in relation to a Transaction Document executed by each Obligor will be recognised and enforced in its jurisdiction of incorporation.

**7. Deduction of Tax**

No Obligor (as may be applicable) is required under Applicable Law to make any Tax Deduction from any payment it may make under any Transaction Document, other than any Tax Deduction on the Cash Amount and/or Accrued Premium payments strictly in accordance with the Tax Act.

**8. Taxes**

- (a) Subject to paragraph (b) below, each Obligor has paid all Taxes required to be paid by it under Applicable Law (including in relation to the Mortgaged Properties) other than any Taxes being contested by it in good faith and to the extent applicable to such Obligor in accordance with the relevant procedures for which adequate reserves are being maintained in accordance with GAAP.
- (b) There are no proceedings pending before, or claims due to, any Tax

authority in respect of any Obligor which could result in any Secured Property being or becoming subject to any Tax claims pursuant to Section 281 of the Tax Act, Section 81 of the Maharashtra Goods and Services Tax Act, 2017 and Section 81 of the Central Goods and Services Tax Act, 2017.

- (c) The Obligors have complied with all Applicable Law in relation to Tax.

**9. No filing or stamp taxes**

Under law, other than: (a) the registration of the Security Documents with the relevant registrar of companies; (b) the notarization of the powers of attorney; and (c) registration of the relevant Transaction Documents with the relevant sub-registrar of assurances as required under the Applicable Law and the payment of stamp duty (which has already been made and is evidenced on the face of each Transaction Document), it is not necessary that any Transaction Document be filed, recorded or enrolled with any court or other authority or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to any Transaction Document or the transactions contemplated by the Transaction Documents.

**10. No default**

- (a) No Event of Default is continuing or might reasonably be expected to result from the proposed subscription to any Debentures.
- (b) No Default is continuing or might reasonably be expected to result from the entering into or performance by any Obligor of any Transaction Document.

**11. No misleading information**

- (a) Any information contained in or provided by the Obligors for the purposes of the Transaction Documents and the Offer Letter was true, complete and accurate in all respects as at the date it was provided or as at the date (if any) at which it is stated.
- (b) Any financial projections contained in the Transaction Documents and the Offer Letter have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.
- (c) Nothing has occurred or been omitted from the Transaction Documents and the Offer Letter and no information has been given or withheld that results in the information contained in the Transaction Documents and the Offer Letter being untrue or misleading in any respect.
- (d) All information other than the Transaction Documents and the Offer Letter supplied by the Obligors was true, complete and accurate in all respects as at the date it was given and was not misleading in any respect.
- (e) Any opinion, statement or information provided by or on behalf of the Obligors in relation to the Issue, the Secured Property or the Transaction Documents were made after due and careful consideration and (at the time given) based on reasonable grounds.

**12. Financial statements**

- (a) The financial year end of each Obligor is March 31<sup>st</sup> of each year.
- (b) The financial statements of each Obligor most recently supplied to the Trustee (which, at the date of this Deed, are their Original Financial Statements) were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.
- (c) The financial statements of each Obligor most recently supplied to the Trustee (which, at the date of this Deed, are their Original Financial Statements) give a true and fair view of (if audited) or fairly represent (if unaudited) its financial condition and operations for the period to which they relate, save to the extent expressly disclosed in such financial statements.
- (d) There has been no material adverse change in the condition (financial or otherwise), assets, operations, or business of each of the Issuer, SVEPL, HPL and PREPL since March 31, 2020.
- (e) As at the date of the most recent financial statements, each Obligor do not have any indebtedness (whether arising under contract or otherwise and regardless of whether or not contingent) which was not disclosed by those financial statements (or by the notes thereto) or reserved against therein, nor any unrealised or anticipated losses which were not so disclosed or reserved against.

**13. Pari passu ranking**

- (a) Each relevant Transaction Document creates (or, once entered into, will create) in favour of the Trustee for the benefit of the Debenture Holders the Security which it is expressed to create with the ranking and priority it is expressed to have.
- (b) Without limiting sub-paragraph (a) above, the payment obligations of the Issuer and each other Obligor under the Debentures and the Transaction Documents rank at least *pari passu* with the claims of all its other senior unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

**14. Legal and beneficial ownership**

Each Obligor has good and marketable title to, or valid leases and licences of or is otherwise entitled to use, all assets necessary or desirable for it to carry on its business as it is being or is proposed to be conducted.

**15. No proceedings pending or threatened**

- (a) No litigation, arbitration, investigative or administrative proceedings of or before any court, arbitral body or agency or Governmental Authority (including any arising from or relating to Environmental or Social Laws) have been started or threatened against any Obligor in relation to any Secured Property;

- (b) Other than as set out above in (a) above, no litigation, arbitration, investigative or administrative proceedings of or before any court, arbitral body or agency or Governmental Authority (including any arising from or relating to Environmental or Social Laws) have been started or threatened against any Obligor, which if adversely determined will affect its ability to comply with any Transaction Document and/or otherwise result in a Material Adverse Effect.
- (c) None of the Obligors have received any notice or other communication (official or otherwise) from any Governmental Authority:
  - (i) with respect to an alleged or actual violation and/ or failure to comply with Applicable Law or requiring them to take or omit any action that is likely to have a Material Adverse Effect; or
  - (ii) which may result in the suspension, cancellation, modification or revocation of any Authorization or is likely to have a Material Adverse Effect.

**16. Non public information**

The Issuer has not provided any unpublished price sensitive information to the Trustee or any Debenture Holder.

**17. Authorised signatures**

Each person specified as an authorised signatory of any Obligor in any documents delivered to the Trustee pursuant to the Transaction Documents, is subject to any notice to the contrary delivered to the Trustee, authorised to sign all documents and notices on behalf of such Obligor.

**18. Wilful defaulter**

- (a) None of the Obligors nor the Group nor any of their directors or officers (as may be applicable) have been identified as a wilful defaulter by the RBI.
- (b) None of the Obligors nor the Group nor any of their directors or officers (as may be applicable) are on the caution list of the Export Credit Guarantee Corporation of India or the wilful defaulter list of any Credit Information Company or any other authority and no such director is disqualified under Section 164 of the Act.

**19. Sanctions**

- (a) Each Obligor and the Group and/or each of their officers, directors have complied, and currently are in compliance with all applicable Sanctions laws.
- (b) Each Obligor and the Group has instituted and maintained policies and procedures designed to promote and achieve compliance with Sanctions.
- (c) Neither the Issuer nor any Obligor or the Group nor any of their Affiliates nor any director or officer of the Issuer or any Obligor or the Group or their

Affiliates, nor to the knowledge of the Issuer or Obligor or the Group or their Affiliates, any employee or agent acting for or on behalf of the Issuer or Obligor or the Group or their Affiliates, is a Restricted Party.

**20. Anti-corruption law**

- (a) Each Obligor and the Group and/or each of their officers, directors, employees and agents are in compliance with applicable Anti-Corruption Laws.
- (b) Each Obligor and the Group has instituted and maintained policies and procedures designed to promote and achieve compliance with Anti-Corruption Laws.

**21. Anti-Money Laundering and Anti-Terrorism Financing**

- (i) The operations of each Obligor and the Group are, and have been, conducted at all times in compliance with applicable Anti-Money Laundering and Anti-Terrorism Financing Laws in each of the jurisdictions in which it is incorporated or domiciled (as the case may be) and of all jurisdictions in which each Obligor and/ or the Group conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority.
- (ii) No action, suit or proceeding by or before any court or Governmental Authority, authority or body or any arbitrator involving any Obligor and/ or the Group with respect to Anti-Money Laundering and Anti-Terrorism Financing Laws is pending and, to the best of the knowledge and belief of the Issuer having made all reasonable enquiries, no such actions, suits or proceedings are threatened or contemplated.

**22. Compliance with Applicable Law**

- (a) Each Obligor is in compliance with all, and has not breached any, Applicable Law (including, but not limited to, Environmental or Social Laws and The Special Economic Zones Act, 2005 and rules made thereunder).
- (b) All licences, consents, authorizations, orders, warrants, confirmations, permissions, certificates, approvals, registrations and authorities (“**Licences**”) necessary or desirable for the carrying on of the business of the each Obligor as now carried on, as previously carried on and as proposed to be carried on, have been obtained, are not limited in duration nor subject to onerous conditions, are in full force and effect, do not contain conditions which would hinder the ordinary and usual course of business or result in a Material Adverse Effect and have been and are being complied with.
- (c) The Offer Letter is in compliance with Applicable Law. The Issuer confirms that all necessary disclosures have been made in the Offer Letter including but not limited to statutory and other regulatory disclosures.



- (d) Without prejudice to the generality of the foregoing, the Issuer represents and confirms in connection with the entry into the Transaction Documents and performance by any Obligor (other than the Issuer) of the transactions contemplated under the Transaction Documents to which it is a party, such Obligor is not in breach of any provision of Act including without limitation Section 185 and/or Section 186 of the Act and in particular,
  - (i) no director of that Obligor is and will be interested in the Issuer. For the purposes of this clause the term “interested” shall be construed in accordance with the meaning of the expression “any person in whom any of the director of the company is interested” as ascribed to such expression under Section 185 of the Act; and
  - (ii) the Security provided by that Obligor in connection with the Debentures does not and will not exceed sixty per cent. of its paid-up share capital, free reserves and securities premium account or one hundred per cent. of its free reserves and securities premium account, whichever is more or such other threshold as may be prescribed in this regard.

### **23. Environmental laws and licenses**

Each Obligor has:

- (a) complied with all Environmental or Socials Laws to which it may be subject;
- (b) all Environmental or Social Approvals required in connection with its business; and
- (c) complied with the terms of those Environmental or Social Approvals,

in each case where the failure to do so is reasonably likely to have a Material Adverse Effect.

### **24. Financing of terrorism**

No Obligor nor the Group has been engaged in the financing of terrorism.

### **25. Security**

- (a) Each Obligor the sole legal and beneficial owner of and has good and marketable title to all the Secured Property of that Obligor, free from any restriction or onerous covenants.
- (b) The Secured Properties are free from any Security other than the Permitted Security.
- (c) Each of HPL and SVEPL owns, is absolutely seized and possessed with and has good legal and/or beneficial and marketable title to the Mortgaged Properties of HPL and SVEPL respectively on freehold and leasehold basis, as applicable, and otherwise well and sufficiently entitled to hold and create Security on its Mortgaged Property . Neither SVEPL nor HPLhas created

any Security upon any of its present or future revenues in relation to its Mortgaged Properties or any other Secured Property in favour of any person nor does it have any obligation to create any Security on its present or future revenues in relation to its Mortgaged Properties or any Secured Property, other than the Permitted Security.

- (d) SVEPL has the full legal and absolute right and title to sell, lease and license of the Mortgaged Properties of SVEPL or any part thereof under Applicable Law.
- (e) SVEPL in relation to the Mortgaged Properties and their development has duly paid in full up to date (i) statutory dues, taxes including previous non-agricultural assessment, property taxes, charges, premiums, rent, demands, claims, revenue, cesses, penalties and all other dues and outstanding towards any municipal authority, the government and/or any other entity/ person, including but not limited to water, electricity, municipal charges, etc. and (ii) all taxes required to be paid by SVEPL in accordance with all tax laws applicable to SVEPL and there are no property taxes or other taxes or any statutory dues or demands outstanding or pending or expected to be made against SVEPL in respect of the Mortgaged Properties. SVEPL has not received any notice, claim or demand in respect of any such outstanding amounts, dues, arrears or of any other nature in relation to the Mortgaged Properties.
- (f) SVEPL has duly and validly acquired all the ownership and all other right, title and interest in the Mortgaged Properties of SVEPL and no other person, whether as co-owner or otherwise, has any right, title, interest or share in the Mortgaged Properties of SVEPL or any part thereof and no share in the Mortgaged Properties of SVEPL has been retained by any Person.
- (g) There is no landlocked land owned by any third party within the Mortgaged Properties of SVEPL and SVEPL has unrestricted, unhindered and unfettered ingress and egress to the Mortgaged Properties of SVEPL. SVEPL has valid and subsisting easementary rights and all other requisite permissions to access the Mortgaged Properties of SVEPL . This right of SVEPL to access is perpetual and irrevocable and shall remain a covenant running with the land.
- (h) The freehold and leasehold portions comprising the Mortgaged Properties of SVEPL are contiguous, form a composite block of land with separate access to a public road, and are completely bounded. There are no boundary and/ or location disputes with respect to the demarcation of the freehold and leasehold portions of the Mortgaged Properties of SVEPL .
- (i) There are no easements, quasi easements, restrictive covenants or other rights or any circumstance amounting to a nuisance or servitudes affecting the Mortgaged Properties of SVEPL and that there are no encroachments on the Mortgaged Properties of SVEPL or any part thereof by occupants of the adjoining properties or third parties. There are no easement rights created under any document or by any covenant or by prescription in respect of the said Mortgaged Properties of SVEPL or any part thereof.

- (j) All constructions undertaken in relation to the Mortgaged Properties of SVEPL have been undertaken in due compliance with all Applicable Law and that SVEPL has commenced occupation of the structures on the Mortgaged Properties of SVEPL only after obtaining a valid completion certificate in respect of all structures constructed on such Mortgaged Properties, and that all operations over the Mortgaged Properties are being undertaken by SVEPL in due compliance thereof.
- (k) Each Property Document has been validly executed and creates a legally valid, binding and enforceable obligation on the persons who are parties to such Property Document, and shall continue to remain effective until the expiry of the Final Settlement Date.
- (l) No notice has been received, or is outstanding, in respect of any revocation, cancellation, termination or rejection of any Property Document.
- (m) Neither SVEPL nor any counterparty to the relevant Property Document has violated or breached any terms of any Property Document or defaulted under any Property Document.
- (n) Neither SVEPL nor any Person has committed any acts including, without limitation, entering into any other instruments, which would render any Property Document ineffective against it.
- (o) The status of SVEPL as a 'co-developer' of the leasehold portion of Mortgaged Properties of SVEPL, as approved under the Letter of Approval, is valid and subsisting (including as on date of this Deed).
- (p) No Property Document has been amended to or modified from the form provided to the Trustee.
- (q) All Lease Agreements are valid, enforceable and in force and have been duly registered, with the applicable Governmental Authorities in accordance with Applicable Law (other than the registration of lease agreement executed between SVEPL and the Escalon Business Services Private Limited pertaining to 9,380 sq. ft. on 2<sup>nd</sup> Floor, SP Infocity, SEZ Mohali ) and there are no pending claims against SVEPL from the lessees under such Lease Agreements.
- (r) Other than the Lease Agreements entered into in the ordinary course of business, SVEPL has not leased or otherwise granted any person the right to use or occupy any property forming part of the Mortgaged Properties or any portion thereof and there are no outstanding options, rights of first offer or rights of first refusal to purchase such property or any portion thereof or interest therein.
- (s) Each of the parties to the Property Documents (including the Lease Agreements) are in compliance with all the terms set out under such Property Documents and no claims or demands have been made, or are expected to be made, against SVEPL under such Property Documents by any person.

- (t) The Mortgaged Properties of SVEPL are not subject to any acquisition proceedings under the provisions of Land Acquisition Act, 1894 and/ or the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.
- (u) On the date of this Deed, the aggregate area leased by SVEPL in the Mortgaged Properties is 3,18,306 Sq. feet.
- (v) On the date of this Deed, the Existing Lease Agreements are the only Lease Agreements in relation to the Mortgaged Properties. All details with respect to the Existing Lease Agreements as more particularly set out under Schedule XIII (*Lessees and Lease Agreements*) of this Deed are true, complete and accurate in all respects.
- (w) SVEPL (to the best of its knowledge) is not aware of any information and no notice has been served on SVEPL in terms of which any Lessee has indicated or expressed an intention to terminate its Lease Agreement (including the Existing Lease Agreement) or to not extend the term of its Lease Agreement on any succeeding renewal date.
- (x) Each other Obligor is the sole and legal beneficial owner of the relevant assets comprising the Secured Property as owned by it.
- (y) The Security created or to be created over the Secured Property under the Security Documents is in the nature of a first ranking Security having the ranking and priority more particularly set out under the relevant Security Documents.
- (z) No Obligor is required to obtain any Authorizations from any Person (other than the Authorizations specified in this Deed), including but not limited to any Authorizations from any of its Existing Lenders (or their agent or trustee)): (i) to create the Security to be created by it pursuant to the relevant Security Documents; (ii) to ensure that such Security has the priority and ranking it is expressed to have; and (iii) to ensure that the Trustee, or any other Person in favour of which such Security is created, is able to enforce such Security in accordance with the terms of the relevant Security Document.
- (aa) The Secured Property (including, for the avoidance of doubt, all Security) is and will at all times be the absolute property of the relevant Obligor and shall be free from any Encumbrance, other than as expressly permitted under the Transaction Documents.
- (bb) With respect to the Secured Property, there are no claims, suits, actions, administrative, arbitration or other proceedings or governmental investigations, including without limitation any counterclaims or claims by the Obligors or any other statutory authority, pending or threatened against the Obligors.
- (cc) There are no notices issued, claims or proceedings instituted or initiated by or against any Person in respect of the Secured Property or any part thereof

and pending before any court or in any other judicial, quasi-judicial or administrative authority or forum.

- (dd) The provisions of the Security Documents are effective to create, for the benefit of the Trustee, in accordance with Applicable Law and the terms thereof, a legal, valid and enforceable Security interest in or with respect to, all of the Secured Property.

**26. Solvency**

No corporate action, legal proceeding or other step as described in Clause 7.1(h) (*Insolvency Proceedings*) has been taken in relation to any Obligor and/or the Group and none of the circumstances described in Clause 7.1(g) (*Insolvency*) applies to any Obligor and/or the Group.

**27. No Immunity**

- (a) No Obligor nor any of their assets are entitled to immunity from suit, execution, attachment or other legal process in India.
- (b) Entry of each Obligor into the Transaction Documents (to which they are a party) constitutes, and the exercise of their rights and performance of and compliance with their obligations under the Transaction Documents will constitute, private and commercial acts done and performed for private and commercial purposes.

**28. Material Adverse Effect**

There are no events which have (or are likely to have) occurred that shall result in a Material Adverse Effect.

**29. Intellectual Property**

- (a) The Obligors own, have licence to use or otherwise have the right to use, free of any pending or threatened liens, all Intellectual Property or Intellectual Property Rights, which are required for the conduct of their business and operations and the Obligors have not, in carrying on their business and operations, infringed any Intellectual Property Rights of any Person.
- (b) None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Obligors, or which the Obligors are licensed to use are being infringed nor is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Obligors by any Person.
- (c) The Obligors have not infringed any Intellectual Property of any third party.
- (d) All Intellectual Property or Intellectual Property Rights owned by the Obligors or which the Obligors are licensed to use are valid and subsisting and all actions (including registration, payment of all registration and

renewal fees) required to maintain the same in full force and effect have been taken.

**30. Insurance**

The Obligors (where applicable) have insured their business and assets with insurance companies to such an extent and against such risks as companies engaged in a similar business normally insure.

**31. Financial Indebtedness**

The Obligors have not incurred or undertaken to incur any Financial Indebtedness (other than the relevant Permitted Indebtedness).

**32. Repetition**

Each of the representations set out above and the representations set out under the Mortgage Documents or any other Transaction Documents executed by or on behalf of any Obligor are deemed to be made by the Issuer on behalf of itself and on behalf of that Obligor, other Obligors and the Group by reference to the facts and circumstances then existing on each day until the Final Settlement Date.

## **SCHEDULE V**

### **COVENANTS**

#### **PART A**

#### **GENERAL UNDERTAKINGS**

##### **1. Authorizations**

The Issuer shall and shall ensure that each other Obligor (where applicable) shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Trustee of,

any Authorization which is necessary for the carrying out of its business and operations generally and those required to enable it to perform its obligations under the Transaction Documents and the Property Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation (as applicable) of any Transaction Document and any Property Document.

##### **2. Compliance with laws**

- (a) The Issuer shall and shall ensure that each other Obligor shall comply in all respects with all Applicable Law including Tax Laws and Special Economic Zones Act, 2005 and rules made thereunder to which it may be subject.
- (b) Without prejudice to the generality of sub-paragraph (a) above, the Issuer shall comply in all respects with any circular, guideline, direction, notification or rule issued by any Governmental Authority with respect to the Issue including but not limited to the Act.

##### **3. Pari passu ranking**

- (a) The Issuer shall and shall ensure that each other Obligor shall ensure that each relevant Transaction Document creates (or, once entered into, will create) in favour of the Trustee, the Security which it is expressed to create with the ranking and priority it is expressed to have.
- (b) Without prejudice to paragraph (a) above, the Issuer shall and shall ensure that each other Obligor shall ensure that its payment obligations under the Transaction Documents (to which it is a party) rank and continue to rank at least *pari passu* with the claims of all of its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

**4. Transaction Documents**

The Issuer shall and shall ensure that each other Obligor shall comply with all provisions of the Offer Letter and other Transaction Documents (to which they are a party) at all times until the expiry of the Final Settlement Date.

**5. Negative pledge**

The Issuer shall not and shall ensure that each other Obligor shall not create or permit to subsist any Encumbrance over any of their respective Secured Property or any part thereof (other than any Permitted Security). Without prejudice to the generality of the foregoing, SVEPL shall not assign, secure or transfer in any manner, to any person, its rights, benefits or interests in the Lease Agreements.

**6. Disposals**

- (a) The Issuer shall not and shall ensure that SVEPL shall not, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell or transfer or Encumber or otherwise dispose of any or all or substantially all (or agree to sell or transfer or Encumber or otherwise dispose) of its assets to any other Person (other than any Permitted Security). The Issuer shall ensure that no Obligor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, Encumber, transfer or otherwise dispose of any Secured Property (other than any Permitted Security).
- (b) The Issuer shall ensure that (i) all Disposal Proceeds arising from any Disposal of the Mortgaged Properties of SVEPL are credited and/or deposited directly into the Escrow Account; and (ii) all Insurance Proceeds arising from any Insurance Contract of SVEPL are credited and/or deposited directly into the Escrow Account.
- (c) The Issuer shall ensure that all proceeds arising from any disposal of any other Secured Properties (other than as set out under sub-clause (b) hereinabove) are credited and/or deposited directly into such account as may be designated by the Trustee in writing.

**7. Merger**

The Issuer shall not and shall ensure that SEVPL shall not enter into any amalgamation, demerger, merger or corporate reconstruction. The Issuer shall ensure that no Obligors (other than Issuer and SVEPL) enters into any amalgamation, demerger, merger or corporate reconstruction which may impact in any manner the Security created by such Obligor in favour of the Trustee.

**8. Change of business and Capital Structure**

- (a) The Issuer shall procure that no change is made to the general nature of the business of the Issuer or any Obligor from that carried on at the date of this Deed.



- (b) The Issuer shall procure that no change is made to the capital structure and/or the key managerial personnel of the Issuer or any other Obligor until the Final Settlement Date, without the prior written consent of the Trustee.

## **9. Constitutional Documents**

The Issuer shall not and shall ensure that no Obligor shall make any amendment to its constitutional documents if any such amendment is prejudicial to any of the rights of the Secured Parties under or in connection with the Transaction Documents (other than as required by the Trustee). Notwithstanding the above, the Issuer shall and shall ensure that each Obligor shall provide a written intimation to the Trustee at least 3 (three) days prior to making any amendments to its respective constitutional documents.

## **10. Security Financial Covenants and LTV Ratio**

- (a) The Issuer shall and shall ensure that each Obligor creates the Security within the timelines stipulated under the Transaction Documents or as otherwise may be required by the Trustee and maintains and perfects the Security created under the Security Documents, in order to secure the Debt under the Transaction Documents.
- (b) The Issuer shall ensure at all times until the expiry of the Final Settlement Date that each Obligor shall comply with each of the Financial Covenants and maintain the LTV Ratio in accordance with Part C (*LTV Ratio*) of Schedule V (*Covenants*).

## **11. Intellectual Property**

The Issuer shall and shall ensure that each Obligor shall:

- (a) take all action to obtain, safeguard, maintain in full force and effect and preserve its ability to enforce all Intellectual Property necessary for the conduct of its business as conducted from time to time including:
  - (i) paying all applicable renewal fees, licence fees and other outgoings; and
  - (ii) performing and complying with all Applicable Laws and obligations to which it is subject as registered proprietor, beneficial owner, user, licensor or licensee of any such necessary Intellectual Property;
- (b) promptly notify the Trustee of any infringement or of any infringement threatened (in writing) or any challenge to the validity of any such necessary Intellectual Property owned by or licensed to it which may come to its notice, supply the Trustee (if requested) with all information in its possession relating thereto;
- (c) take all necessary steps (including the institution of legal proceedings) to prevent third parties infringing any such necessary Intellectual Property; and

- (d) take all necessary steps (including legal proceedings) to enforce the confidentiality of and prevent any improper use of any trade secret which is Intellectual Property.

## **12. Financial year**

The Issuer shall not (and shall ensure that no Obligor shall) alter its accounting policies or its financial year so that such financial year ends on any date other than on March 31<sup>st</sup> of each year.

## **13. Accounts and Auditor**

- (a) The Issuer shall maintain the DSRA Units strictly in accordance with this Deed and the other Transaction Documents.

### **(b) DSRA Units**

- (i) The Issuer shall ensure that, at all times, the aggregate investment amount paid by the Issuer in respect of all DSRA Units shall be at least equal to the DSRA Required Balance. The Distributions shall only be utilised for the payment of any Debt due or overdue in accordance with the Transaction Documents.
- (ii) Within 3 days of the liquidation of a DSRA Unit, the Issuer shall ensure that it shall create a charge over such additional Units pursuant to the Deed of Hypothecation of the Issuer such that the aggregate investment amount paid by the Issuer in respect of all DSRA Units shall be at least equal to the DSRA Required Balance;
- (iii) The Issuer acknowledges and confirms that the Trustee has the right to:
  - (A) instruct the relevant mutual fund, AMC or registrar and transfer agent to liquidate the DSRA Units unilaterally as and when required by the Secured Parties pursuant to the terms of this Deed and the other Transaction Documents; and
  - (B) operate the Issue Proceeds Account, make any withdrawals or transfers from the Issue Proceeds Account, instruct and give directions to the Account Bank regarding the manner in which the Issue Proceeds Account is to be operated and maintained and issue instructions for closure of the Issue Proceeds Account, in each case, in accordance with this Deed and the other Transaction Documents.
- (iv) The Issuer hereby irrevocably undertakes and confirms that all Distributions and/ or any other payments pursuant to any liquidation and/or redemption or otherwise of the DSRA Units, shall at all times be credited and/or deposited to the Issue Proceeds Account only;
- (v) The Issuer shall not consent to any redemption or dilution of or transfer of, or otherwise deal with, any of the DSRA Units in any

manner except as permitted under this Deed or the Deed of Hypothecation of the Issuer;

- (vi) The Issuer shall not at any time:
  - (A) instruct the AMC to stop the transfer of the DSRA Units in the Trustee's name or in the name of the purchasers of the same in the event of the Trustee exercising the right of sale of the DSRA Units under this Deed and/or the Deed of Hypothecation of the Issuer or otherwise;
  - (B) instruct the AMC to liquidate, sell, or otherwise transfer the DSRA Units other than in the manner contemplated in this Deed or the Deed of Hypothecation of the Issuer;
  - (C) instruct the Account Bank in contravention with the provisions of this Deed and the other Transaction Documents; and
  - (D) without the prior written consent of the Trustee, close the Issue Proceeds Account held in its name until the Debt has been irrevocably paid in full to the satisfaction of the Trustee.
- (vii) The Issuer undertakes that it shall cause each DSRA Unit to be lien-marked and charged in favour of the Trustee (acting for the benefit of the Debenture Holders) in the manner as specified in the Transaction Documents. The Issuer further undertakes to execute such documents (including but not limited to any lien letters, powers of attorney and notices and acknowledgements of charge) or otherwise execute all transfers, conveyances, assignments, assurances and other instruments of Security whatsoever and give all notices, orders, instructions and directions whatsoever as may be necessary or, in the opinion of the Trustee (acting on the instructions of the Debenture Holders) expedient to perfect the Security created over such DSRA Units.
- (c) The Issuer shall not and shall ensure that the other Obligors do not change their respective statutory auditor without the prior written consent of the Trustee.
- (d) **Escrow Account**
  - (i) The Issuer shall ensure that all Receivables of SVEPL are directly credited and/or deposited into the Escrow Account of SVEPL only and the Escrow Account is operated strictly in accordance with the Accounts Agreement. The Issuer shall ensure that SVEPL shall execute the Accounts Agreement within the timeline set out under Schedule III (*Conditions Subsequent*) of this Deed and maintain the Escrow Account with the Account Bank until the expiry of the Final Settlement Date.

- (ii) The Issuer agrees and undertakes that in case SVEPL receives any Receivables of SVEPL directly from the Lessees in any way other than by a direct deposit into the Escrow Account in contravention of the terms of the Transaction Documents, the Issuer shall ensure that such Receivables of SVEPL are credited immediately to the Escrow Account of the Issuer.
- (iii) The Issuer shall ensure that all amounts deposited in the Escrow Account of SVEPL, shall only be utilised in the manner and as per the waterfall to be agreed between SVEPL and the Trustee in the Accounts Agreement. Up to such time that the Accounts Agreement is executed in accordance with the timeline set out under Schedule II (*Conditions Precedent*) of this Deed, any withdrawals and/or debits from the Escrow Account of SVEPL shall be subject to the prior written consent of the Trustee.

#### **14. Taxes**

- (a) The Issuer shall and shall ensure that each Obligor shall pay and discharge all Taxes, rates, rents and governmental charges levied upon it and its assets before penalties become attached thereto and shall establish adequate reserves for the payment of any Taxes, rates, rents and governmental charges becoming due unless such Taxes, rates, rent and governmental charges are being contested in good faith by appropriate proceedings.
- (b) The Issuer shall and shall ensure that each Obligor shall make all filings required under Applicable Laws (including, without limitation, the obligations to file regular tax returns with any Governmental Authority of India or elsewhere).

#### **15. Wilful defaulter**

If a director of the Issuer or any Obligor or the Group is found to be a wilful defaulter, it shall ensure that such person is removed from the directorship.

#### **16. Sanctions**

- (a) The Issuer, each Obligor, the Group and each of their Affiliates have complied, and currently are in compliance with all applicable Sanctions laws and will ensure all funds receivable and payable under this Deed are in compliance with applicable Sanctions laws; and
- (b) Neither the Issuer nor any Obligor or the Group nor any of their Affiliates nor any director or officer of the Issuer or any Obligor or the Group or their Affiliates, nor to the knowledge of the Issuer or Obligor or the Group or their Affiliates, any employee or agent acting for or on behalf of the Issuer or Obligor or the Group or their Affiliates, is a Restricted Party.

#### **17. Anti-Corruption Laws and Anti-Money Laundering and Anti-Terrorism Financing Laws**

- (a) The Issuer shall not directly or indirectly use the proceeds of the Issue for any purpose which would breach any applicable Anti-Corruption Laws or any Anti-Money Laundering and Anti-Terrorism Financing Laws.
- (b) The Issuer shall and shall ensure that each Obligor and the Group shall:
  - (i) comply with, and ensure that each of its officers, directors, employees and agents will comply with, all applicable Anti-Corruption and Anti-Money Laundering and Anti-Terrorism Financing Laws; and
  - (ii) maintain policies and procedures designed to promote and achieve compliance with all applicable Anti-Corruption and Anti-Money Laundering and Anti-Terrorism Financing Laws.

## **18. Environmental and Social Matters**

- (a) The Issuer shall and shall ensure that each Obligor shall ensure that it is and continues to be in compliance with all Environmental or Social Laws and Environmental or Social Approvals applicable to it, where failure to do so:
  - (i) has or is reasonably likely to have a Material Adverse Effect; or
  - (ii) would or is reasonably likely to result in any impact on the reputation of any Secured Party arising out of or in connection with any negative publicity or anticipated negative publicity (as determined by that Secured Party in its sole discretion) regarding that Secured Party or any liability for any Secured Party.
- (b) The Issuer shall and shall ensure that each Obligor shall, promptly upon becoming aware, notify the Trustee of:
  - (i) any Environmental or Social Claim current, or to its knowledge, pending or threatened; or
  - (ii) any circumstances reasonably likely to result in an Environmental or Social Claim,

which (x) has or, if substantiated, is reasonably likely to have a Material Adverse Effect; or (y) would or, if substantiated, is reasonably likely to result in any impact on the reputation of any Secured Party arising out of or in connection with any negative publicity or anticipated negative publicity (as determined by that Secured Party in its sole discretion) regarding that Secured Party or any liability for any Secured Party.

## **19. Use of Proceeds**

The funds raised pursuant to the Issue shall be utilised by the Issuer only for the purpose set out in Clause 2.4 (*Purpose*).

## **20. Arm's length dealings**

The Issuer shall and shall ensure that no other Obligor shall enter into any arrangement, agreement or commitment with any person or pay any fees, commissions or other sums on any account whatsoever to any persons other than:

- (a) in the ordinary course of trading, at arm's length and on normal commercial terms; or
- (b) as required by the Transaction Documents.

**21. Related party transactions**

- (a) Subject to Applicable Law, the Obligors shall not carry out any Related Party transactions except: (i) those carried out on an arm's length basis; (ii) as otherwise contemplated in, or permitted under, the Transaction Documents; or (iii) with the prior written consent of the Trustee.
- (b) All existing Related Party transactions as evidenced from the latest financial statements of the Obligors disclosed to the Trustee/Debenture Holders shall be subordinated to the Debt. The Obligors shall also not be entitled to make any payments, towards any principal, interest, or any other amounts accrued towards such Related Party till the Final Settlement Date.

**22. Financial Indebtedness and contingent liabilities**

- (a) The Issuer shall and shall ensure that no other Obligor shall incur, create, permit to subsist or have outstanding any Financial Indebtedness or enter into any agreement or arrangement whereby it is entitled to incur, create or permit to subsist any Financial Indebtedness other than Permitted Indebtedness.
- (b) In addition to the Existing HPL Debt, HPL may incur, permit to subsist or have outstanding Financial Indebtedness provided that at least 7 (seven) days prior to incurring or undertaking to incur any such Financial Indebtedness, HPL (i) provides a written intimation to the Trustee and the Debenture Holders regarding the Financial Indebtedness proposed to be availed by it; and (ii) the creditors of such Financial Indebtedness issue a written acknowledgement to HPL (with a copy to the Trustee) confirming that each such creditor is aware of the Debentures and the security created by HPL to secure the Debt. Any Financial Indebtedness availed from a Related Party by HPL shall be unsecured and subordinated in full in all respects to all obligations of HPL under the Transaction Documents and in such case, the requirements under (i) and (ii) in this sub-clause shall not apply.
- (c) The Issuer shall procure that each Obligor (other than the Issuer) shall disclose its obligations which relate to payment of the Debt under the Transaction Documents to which such Obligor is a party as a contingent liability in its balance sheet until the same is discharged in full and/or released in accordance with the terms thereof, as may be applicable under relevant accounting standards.

- (d) The Issuer shall procure that PREPL in relation to the PREPL Vicinia Project shall not incur, create, permit to subsist or have outstanding any Financial Indebtedness or enter into any agreement or arrangement whereby it is entitled to incur, create or permit to subsist any Financial Indebtedness other than Permitted Indebtedness in relation to PREPL. Provided that any existing Financial Indebtedness made available to PREPL from a Related Party of PREPL shall on and from the date of execution of the Deed of Hypothecation of PREPL and Mortgage Documents of PREPL (whichever is earlier) shall be unsecured and subordinated (to all obligations of PREPL under the Transaction Documents) in full and in all respects.

**23. Terms of Financing**

Each Obligor shall ensure that the Issue does not violate the terms of any existing Financial Indebtedness of such Obligor.

**24. CERSAI Filing**

The Issuer shall and shall ensure that each Obligor co-operate with the Trustee to enable it to make necessary filings in connection with the creation of Security over the Secured Property under the Transaction Documents with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India, within 30 (thirty) days from the date of creation of the relevant Security.

**25. No Dividends**

The Issuer shall not and shall ensure that no Obligor shall, without the prior written approval of the Trustee, declare or pay any dividend or profit participation (in relation to any participating interest) or other payment or distribution of any kind to its shareholders.

**26. Filings with Information Utility**

The Obligors shall make requisite filings in relation to the Debentures and creation of Security in relation thereto, including filing in Form C with an Information Utility in accordance with Rule 20 of the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017.

**27. Obligors' Compliance**

The Issuer shall and shall ensure that each Obligor shall comply with all its obligations under each of the Transaction Document including without limitation to any or all obligations in relation to the Transaction Security.

**28. Investments**

The Issuer shall not make any investments whether by way of deposits, loans, or investments in share capital or otherwise, in any concern, or, provide any credit to any Person except as specifically permitted in accordance with Clause 2.4 (*Purpose*) or for investing in the DSRA Units subject to and in accordance with the terms of the Transaction Documents.

**29. Further Assurances**

- (a) The Issuer shall and shall ensure that each Obligor shall execute and/or do, at its own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Trustee and/or the Debenture Holders may under this Deed or by Applicable Law require to give effect to this Deed, the other Transaction Documents or to enforce or exercise any of the rights and authorities of the Trustee and/or the Debenture Holders.
- (b) Obtain, comply with the terms of and do all that is necessary to maintain in full force and effect, and supply certified copies to the Trustee (on behalf of the Debenture Holders) of, all Authorizations necessary to enable it lawfully to enter into and perform its obligations under the Transaction Documents or to ensure the legality, validity, enforceability or admissibility in evidence in India of the Transaction Documents and to carry on its current business.
- (c) Ensure that, at the time of making any payment in respect of the Debentures in full or in part in accordance with the terms of this Deed, the Issuer shall do so in the manner that is in compliance with Applicable Law but without, in any way, requiring the Issuer to incur any additional costs, expenses or Taxes and the Issuer shall avail of all the benefits available under any treaty applicable to the Issuer and/or the Debenture Holders.
- (d) The Issuer shall maintain asset cover sufficient to discharge the Debt in accordance with Applicable Law, including but not limited to the Act.

**30. Other Undertakings**

The Issuer is fully aware of each of the terms and conditions under each Transaction Document executed or to be executed by each Obligor and shall ensure that each Obligor comply with and perform its obligations and liabilities including without limitation the LTV Ratio and the Financial Covenants.

**31. Power and Right of Trustee to Inspect**

The Trustee or its authorised representatives shall be entitled to carry out inspections of the Obligor's offices, records, registers and books of accounts during business hours, to the extent such inspection is necessary for exercising any of the powers or discharging any of the duties of the Trustee hereunder. Any representative of the Trustee shall have free access at all reasonable times to the Obligor's premises, records, registers and accounts and shall receive full co-operation and assistance from such Obligor. The cost of inspection, including travelling and other related expenses shall be borne and paid by the Issuer. Any information accessed by the Trustee or such authorised representative shall be strictly used for the purpose of discharging any of the duties of the Trustee hereunder and any other information which is not related thereto shall be subject to strict confidentiality obligations by the Trustee.

**32. Additional Covenant**



The Issuer is aware that in terms of Regulation 14 of the SEBI (Debenture Trustees) Regulations, 1993 as amended from time to time, the debenture trust deed has to contain the matters specified in Section 71 of the Companies Act, 2013 and Form No. SH.12 specified under the Share Capital and Debentures Rules, 2014. The Issuer hereby agrees to comply with all the clauses of Form No. SH.12 as specified under the Share Capital and Debentures Rules, 2014 as if they are actually and physically incorporated herein in this Deed.

### **33. Insurances**

The Obligors (where applicable) shall insure and keep insured, with financially sound and reputable insurers its assets and business against insurable losses and enter into the Insurance Contracts and renew the same in timely manner. The Insurance Contracts shall be duly endorsed in favour of the Trustee and the Trustee shall be named as the 'loss payee' under each of the Insurance Contracts in accordance with the timelines set out under paragraph 13 of Schedule III (*Conditions Subsequent*) and all amounts due and payable under the Insurance Contracts shall be deposited only in the relevant Escrow Account of the relevant Obligor in accordance with the terms of the relevant Accounts Agreement.

### **34. Payment Instructions**

- (a) The Issuer shall ensure that, in respect of all Lease Agreements (including the Existing Lease Agreements), SVEPL shall issue a written instruction to each of the Lessees stating the Security created over the Mortgaged Properties of SVEPL as evidenced by the relevant Mortgage Documents and shall unconditionally and irrevocably specify that all the Receivables of SVEPL shall be deposited only in the Escrow Account of SVEPL, in the format agreed between the Trustee and SVEPL, duly acknowledged by each of them respectively (the "**Payment Instruction**"). The Issuer shall ensure that SVEPL shall submit to the Trustee the acknowledgment of the Payment Instructions by all (i) Lessees of Existing Lease Agreements on or prior to the Deemed Date of Allotment; and (ii) any Lease Agreements (other than the Existing Lease Agreements) entered into subject to the terms of the Transaction Documents after the date of this Deed, within 15 (Fifteen) days from the date of execution of the relevant Lease Agreement.
- (b) The Issuer shall ensure that SVEPL shall not do or permit any act (including, without limitation, giving any instructions to any person) that is or would be contrary to such Payment Instruction (including the manner and method of payment as set out in such Payment Instruction).
- (c) The Issuer shall procure that if and to the extent that any Receivables of SVEPL, are not paid by Lessees to SVEPL in accordance with this paragraph, SVEPL shall hold such amounts on trust for the Secured Parties, and forthwith deposit such amounts into the Escrow Account of SVEPL.
- (d) The Issuer shall, until the expiry of the Final Settlement Date, procure that, an independent practicing chartered accountant submits, as soon as the same is available, and in any event by the end of each Financial Quarter or such other period as may be agreed (in writing) between the Trustee and SVEPL,

a certificate, (i) setting out the consolidated lease, license or (subject to the terms of the Transaction Documents) sale of units in the Mortgaged Properties of SVEPL; (ii) listing the units which have been leased, licensed or (subject to the terms of the Transaction Documents) sold; and (iii) stating the Receivables of SVEPL received by SVEPL under the Lease Agreements in respect of such units.

### **35. Property Documents**

- (a) Without the prior written consent of the Trustee, the Issuer shall ensure that SVEPL shall not make or agree to amend any Property Document, or grant any waiver in respect of, modify any provision or grant any waiver of any condition or provision of any Property Document, terminate any Property Document, or assign or otherwise dispose of any of its interests under any Property Document or exercise any election or permit the assignment, transfer, termination, amendment, modification or grant in respect of any provision of any Property Document;
- (b) The Issuer shall ensure that SVEPL shall at all times be compliant with all its obligations under each of the Property Documents, to which it is a party and the Issuer shall ensure that SVEPL shall indemnify the Secured Parties against any and all losses, claims or liabilities incurred or suffered by the Secured Parties on account of any breach, cessation or termination of the terms of any or all the Property Documents;
- (c) The Issuer shall ensure that SVEPL shall ensure that there are no restrictions including by way of right of first offers, right of first refusals or any analogous restrictions under the Lease Agreements which would restrict, in any way, the creation and enforcement of the Security or any part thereof.
- (d) The Issuer shall ensure that SVEPL shall ensure that each of the parties to the Lease Agreements are in compliance with all the terms of the Lease Agreements and the execution, delivery and performance of the Transaction Documents is in compliance with the terms of the Lease Agreements.
- (e) The Issuer shall procure that SVEPL shall at all times, in relation to the Mortgaged Properties of SVEPL, make timely payments of all the statutory dues, taxes including previous non-agricultural assessment, property taxes, charges, premiums, rent, demands, claims, revenue, cesses, penalties and all other dues and outstanding towards any municipal authority, the government and/or any other entity and/or person, including but not limited to water, electricity, municipal charges, etc. and all taxes required to be paid by SVEPL in accordance with all tax laws applicable to SVEPL.
- (f) The Issuer shall ensure that SVEPL shall enter into the new Lease Agreements, strictly in accordance with the provisions of the Special Economic Zones Act, 2005 and the rules made thereunder. Further, prior to providing any new lease to any Person or entering into any new Lease Agreement, the Issuer shall ensure that SVEPL shall obtain the prior written consent of the Trustee (which shall not be reasonably withheld), provided

that SVEPL provides to the Trustee all details regarding any such new lease as may be required by the Trustee from time to time (including without limitation, the details of any new lessee and proposed lease rental per month).

**36. Easement rights**

Pursuant to the creation of the mortgage over the Mortgaged Properties of the relevant Obligor in accordance with the terms of the Transaction Documents, the Issuer shall ensure that each such Obligor irrevocably and unconditionally grants full and free rights and liberty in the Mortgaged Properties of that Obligor as and by way of easement to pass, re-pass and have unfettered access at all times (including upon occurrence of an Event of Default) to the Secured Parties and their respective nominees, agents and representatives over the Mortgaged Properties of that Obligor, or any part thereof. The Issuer shall ensure no relevant Obligor has granted and shall not grant any easement rights and/or any other rights to any person on or in respect of the Mortgaged Properties of that Obligor until the expiry of the Final Settlement Date.

## PART B

### INFORMATION UNDERTAKINGS

#### 1. Financial statements

The Issuer shall and shall ensure that each Obligor shall supply to the Trustee in sufficient copies for all the Debenture Holders as soon as the same become available, but in any event within 180 (one hundred eighty) days after the end of each of its Financial Years, its audited Consolidated financial statements for that Financial Year.

#### 2. Compliance Certificate

- (a) The Issuer shall supply to the Trustee, with each set of financial statements delivered pursuant to paragraph 1 above, a compliance certificate substantially in the form and manner as set out in Schedule XI (*Compliance Certificate*) setting out computations as to compliance by the relevant Obligor with the Financial Covenants as at the date as at which those financial statements were drawn up.
- (b) Each compliance certificate delivered pursuant to paragraph 2 (a) above shall be signed by an independent chartered accountant of the relevant Obligor.

#### 3. Requirements as to financial statements

- (a) Each set of financial statements delivered by the Issuer or Obligors (as the case may be) pursuant to paragraph 1 above shall be certified by a director of the Issuer or the Obligors (as the case may be) as giving a true and fair view of its financial condition as at the date as at which those financial statements were drawn up.
- (b) The Issuer shall procure that each set of financial statements delivered pursuant to paragraph 1 above is prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Trustee that there has been a change in GAAP, the accounting practices or reference periods and its auditors deliver to the Trustee:
  - (iv) a description of any change necessary for those financial statements to reflect the GAAP, accounting practices and reference periods upon which Issuer's or the Obligors' Original Financial Statements were prepared; and
  - (v) sufficient information, in form and substance as may be reasonably required by the Trustee, to enable the Debenture Holders to determine whether Financial Covenants have been complied with and make an accurate comparison between the financial position

indicated in those financial statements and the Original Financial Statements of the relevant Obligor.

- (c) Any reference in this Deed to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

#### **4. Requirements regarding Debentures**

- (a) On and from the Deemed Date of Allotment, the Issuer shall furnish a quarterly report to the Trustee containing the following particulars:
  - (i) an updated list of the names and addresses of the Debenture Holders;
  - (ii) details of the interest, principal amount and any other amounts that may be due in respect of the Debentures, but unpaid and reasons thereof;
  - (iii) the number and nature of grievances received from the Debenture Holders and resolved by the Issuer and those grievances not yet resolved to the satisfaction of the Debenture Holders and reasons for the same;
  - (iv) if required in accordance with Applicable Law, a statement that the assets of the Issuer which are available by way of Security are sufficient to discharge the claims of the Debenture Holders as and when they become due; and
  - (v) any other information as may be required by the Trustee from time to time.
- (b) On and from the Deemed Date of Allotment, furnish to the Trustee on the Valuation Date a copy of the Valuation Report.
- (c) Furnish to the Trustee, periodical status/performance reports of each Obligor within 45 (forty five) days of the respective Financial Quarter.
- (d) Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The average time required by the Issuer for the redressal of routine grievances of the Debenture Holders shall be 10 (ten) Business Days from the date of receipt of the complaint. The Issuer further undertakes that it shall promptly give reasonable consideration to the suggestions and directions that may be given in this regard, from time to time, by the Trustee and shall advise the Trustee periodically of the compliance.
- (e) Promptly inform the Trustee in writing of any material change in the nature and conduct of business of each Obligor before such change.
- (f) Send to the Trustee one copy or translation, in each case in the English language, of all notices, statements and documents which are issued to

shareholders of the Issuer or its respective creditors generally as soon as practicable (but not later than 2 (two) days) after their date of issue.

- (g) So far as permitted by Applicable Law, give the Trustee such information as it requires to perform its functions and/or to exercise its powers, rights and discretions under this Deed and any other Transaction Document.
- (h) Promptly inform the Trustee of any significant changes in the composition of its board of directors.
- (i) Promptly inform the Trustee of any proposed amalgamation, merger or reconstruction scheme of any Obligor.
- (j) Promptly inform the Trustee of any order, direction, notice received from a court or tribunal affecting or likely to affect the Secured Property.
- (k) On and from the Deemed Date of Allotment, the Issuer shall furnish a quarterly update (in writing) to the Trustee providing the details of any Disposal and Disposal Proceeds.

## **5. Information: miscellaneous**

The Issuer shall and shall ensure that each other Obligor (other than the Issuer) shall supply to the Trustee (in sufficient copies for all the Debenture Holders and the Trustee, if the Trustee so requests):

- (a) all documents dispatched by each Obligor to its shareholders (or any class of them) or its creditors generally at the same time as they are dispatched;
- (b) promptly, any announcement, notice or other document relating specifically to the Issuer posted onto any electronic website maintained by any stock exchange on which shares in or other securities of the Issuer are listed or any electronic website required by any such stock exchange to be maintained by or on behalf of the Issuer;
- (c) promptly and no later than 3 (three) Business Days upon becoming aware of them, the details of any suit, litigation, arbitration or administrative proceedings which are current, threatened (in writing) or pending against the Secured Property;
- (d) promptly and no later than 3 (three) Business Days upon becoming aware of them, the details of any suit, litigation, arbitration or administrative proceedings which are current, threatened (in writing) or pending against any Obligor, which if adversely determined will affect its ability to comply with the Transaction Documents and/or otherwise result in a Material Adverse Effect;
- (e) promptly, if any Obligor or the Parent has notice of any application for winding up having been made or any statutory notice of winding up has been given to any Obligor or the Parent under the Act;

- (f) promptly, if SPCPL has notice of any admission of any application for winding up having been made;
- (g) promptly, if any Obligor or the Parent has notice of any application for initiation of a corporate insolvency resolution process with respect to it has been given to any Obligor or the Parent under IBC;
- (h) promptly, upon admission of any application for initiation of a corporate insolvency resolution process with respect to SPCPL;
- (i) promptly, upon the occurrence of initiation of any action or steps or proceedings or the preparation of a resolution plan for any Obligor and/ or the Group (as the case may be) pursuant to the Prudential Framework for Resolution of Stressed Assets of the RBI or any other mechanism provided, guidelines issued or framework set up by the RBI in relation to resolution of stressed assets or under Applicable Law and/ or any failure in implementing such resolution plan by any Obligor and/ or the Group (as the case may be);
- (j) promptly, if any Obligor or the Group has notice of a receiver being appointed in respect of any of properties or business or undertaking, information in respect of any Obligor or the Group;
- (k) promptly upon becoming aware of initiation of any proceeding, enquiry or investigation by Governmental Authority against (i) any Obligor or the Group in relation to the Secured Property (including the Mortgaged Properties) which could affect its obligations under the Transaction Documents and/or otherwise result in a Material Adverse Effect; or (ii) any director or key managerial personnel of any Obligor or the Group, which may have a Material Adverse Effect;
- (l) promptly upon becoming aware of any proposal by any Governmental Authority or any agency, instrumentality or department thereof to compulsorily nationalize, seize, acquire or otherwise expropriate all or any part of the property or assets of any Obligor or the Group or to compulsorily acquire any Obligor or the Group;
- (m) all documents filed with any Government Authority in connection with the Finance Documents and the Property Documents, to which it is a party, if any
- (n) within 30 (thirty) days of the date falling at the end of each Financial Quarter, the rent rolls of the Mortgaged Properties;
- (o) within 30 (thirty) days of the date falling at the end of each Financial Quarter, a management statement for the cash flows of the Mortgaged Properties;
- (p) within 30 (thirty) days of the date falling at the end of each Financial Quarter, executed copies of all Lease Agreements executed in such Financial Quarter;

- (q) promptly upon termination and/ or any events which may result in termination of the Lease Agreements or any of them;
- (r) promptly in the event of any shortfall or delay in the receipt of customer advances and/or lease rentals under the Lease Agreements;
- (s) promptly, upon becoming aware of the breach by the Lessees of any terms of the Lease Agreements.
- (t) no later than 2 (two) Business Days, upon becoming aware of or receipt of such notice, of any adverse action taken by any Governmental Authority, including but not limited to, revocation or termination of any Property Document or imposition of any penalty under any Property Document or any action impacting operation or maintenance of the Mortgaged Properties of SVEPL.
- (u) promptly, intention to make any amendment to any material term and/or obtain a waiver of any material term, in each case in connection with any agreement in relation to the Mortgaged Properties of SVEPL (including any Property Document) and/or HPL and/or PREPL (as the case may be).
- (v) no later than 5 (five) Business Days of execution, provide a copy of any document regarding any amendment or waiver, disposal, assignment, or termination of the Property Documents to the Trustee.
- (w) promptly, any information regarding any revocation, suspension or termination of, or any event of default that has occurred or is likely to occur under, any Lease Agreement;
- (x) promptly upon service or receipt, as the case may be, details of any notice served by or to any party to a Lease Agreement in relation to termination of that Lease Agreement, prior to expiry of its tenure;
- (y) details of any breach of any material terms of a Lease Agreement and any steps being taken to remedy it;
- (z) promptly but in any event no later than 5 days from the date of registration of lease agreement executed between SVEPL and the Escalon Business Services Private Limited pertaining to 9,380 sq. ft. on 2<sup>nd</sup> Floor, SP Infocity, SEZ Mohali, evidence of registration of such Lease Agreement;
- (aa) promptly, such further information regarding the financial condition, business and operations of any Obligor and the Group as any Debenture Holder (through the Trustee) may reasonably request; and
- (bb) promptly, notice of any change in authorised signatories of the Obligors signed by a director or company secretary of such Obligors accompanied by specimen signatures of any new authorised signatories;
- (cc) promptly, upon the occurrence of any Mandatory Redemption Event.



**6. Notification of default**

- (a) The Issuer shall notify the Trustee of any Default or an Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- (b) Promptly upon a request by the Trustee, the Issuer shall supply to the Trustee a certificate signed by 2 (two) of its directors or senior officers on its behalf certifying that no Event of Default is continuing (or if an Event of Default is continuing, specifying the Event of Default and the steps, if any, being taken to remedy it).

**7. “Know your customer” checks**

The Issuer shall promptly upon the request of the Trustee supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Trustee (for itself or on behalf of any Debenture Holder (including for any Debenture Holder on behalf of any prospective new Debenture Holder)) in order for the Trustee, such Debenture Holder or any prospective new Debenture Holder to conduct any “know your customer” or other similar procedures under applicable laws and regulations.

**8. Access**

Upon the request of the Trustee (on the instructions of any Debenture Holder), the Issuer shall and shall ensure that each Obligor shall provide the Trustee and any of their representatives, professional advisers and contractors with access to visit and inspect the Secured Property any other premises where the business of such Obligors are conducted and permit inspection by them of such assets, premises, books and records of the Obligors.

**9. ESG Compliance**

- (a) Within 30 days from the end of each quarter, the Issuer shall notify the Trustee (in reasonable detail) of any incident related to ESG of each of the Obligors that has occurred and that is in any material respect a breach or non-compliance of its ESG policies.
- (b) Together with delivery of each set of annual audited and consolidated financial statements pursuant to paragraph 1 (*Financial Statements*) above, the Issuer shall (and shall ensure that each Obligor shall) deliver to the Trustee information as may be reasonably requested by the Trustee (acting in accordance with Relevant Instructions) regarding the ESG of each of the Obligors.

**10. ESG Questionnaire**

- (a) The Issuer shall (and shall ensure that each Obligor shall) deliver to the Trustee:
  - (i) in relation to the first ESG Questionnaire, no later than 30 June 2021; and

- (ii) each subsequent ESG Questionnaire, no later than 31 March of each year,

a copy of the completed ESG Questionnaire and in case the Trustee provides an amended form of ESG Questionnaire in any given year, within 20 (twenty) Business Days of its receipt by the Issuer or other Obligor (as the case may be), in each case, signed by a director of the Issuer or other Obligor (as the case may be) in respect of its then immediately preceding financial year.

- (b) At the request of the Trustee, the Issuer shall (and shall ensure that each Obligor shall) promptly deliver all supporting information and documents relating to ESG available with it from time to time, including but not limited to the ESG investment policies and framework, human resources policies, code of conduct for counterparties, code of ethics and whistleblowing policies, anti-bribery and/or corruption policies.

## PART C

### LTV RATIO

#### 1. Minimum LTV Ratio

The Issuer shall ensure that on each Valuation Date from the Deemed Date of Allotment the LTV Ratio is not greater than 62% (sixty two per cent.) .

#### 2. LTV Top-up

- (a) If, on any Valuation Date, the LTV Ratio is greater than 65% (sixty five per cent.), the Issuer shall and shall ensure that the Obligors shall ensure that the LTV Ratio is reduced to 62% (sixty two per cent). or less within 15 (fifteen) days from that Valuation Date in accordance with sub-paragraph (b) below.
- (b) In order to restore the LTV Ratio as required under sub-paragraph (a) above, the Issuer shall:
  - (i) purchase and create and perfect charge over additional Units in a form and manner satisfactory to the Trustee; or
  - (ii) provide Additional Security and take all actions required to create and perfect such Additional Security including making necessary filings with the Governmental Authority and obtaining necessary Authorisations such as filing of a duly completed Form No. CHG-9/ CHG-1 (as applicable) with the relevant registrar of companies pursuant to Section 77 of the Act, and deliver to the Trustee (for the benefit of the Debenture Holders) (A) a certified true copy of the Form No. CHG-9 / CHG – 1 (as applicable) filed and (B) certified true copy of the certificate of registration of charge issued by the relevant registrar of companies,  
  
(collectively, the “**LTV Top Up**”).
- (c) After the LTV Top Up specified in sub-paragraph (b) above, the Issuer shall ensure that the LTV Ratio is reduced to 62% (sixty two per cent) or less.

**PART D**  
**FINANCIAL COVENANTS**

(i) Definitions:

For the purposes of Part D of this Schedule V:

- (a) **“Common Area Maintenance Charges”** means any or all amounts owing, accrued, payable to and/or received by or to be received by SVEPL from the Lessee in connection with the common areas of leasehold portion of the Mortgaged Properties of SVEPL;
- (b) **“Guaranteed Lease Rentals”** means in respect of each Lease Agreement, assured lease rentals to be received by SVEPL pursuant to that Lease Agreement, and for the avoidance of doubt shall exclude (i) the amounts received or to be received, from time to time, by SVEPL as security deposits in connection with such Lease Agreement; and (ii) any Tax incurred and required to be paid by SVEPL in connection with such Lease Agreement.
- (c) **“Testing Date”** means the last date of every Financial Quarter.
- (d) **“Total Leaseable Area”** in relation to the Mortgaged Properties of SVEPL, mean the total leaseable area of 5.2 Lakhs Sq. ft (48,309 sq. mtr).

(ii) The Issuer shall ensure that SVEPL shall comply with each of the following:

- (a) on and from the Deemed Date of Allotment up to (but excluding) March 31, 2022: (A) minimum 50% (fifty per cent.) of the Total Leaseable Area of the Mortgaged Properties of SVEPL are leased; and (B) such leases as specified under sub-paragraph (A) hereinabove at minimum Guaranteed Lease Rentals of INR 3,00,00,000 (Indian Rupees Three Crore only) per Financial Quarter (excluding Common Area Maintenance Charges), and in each case such leases are thereafter maintained;
- (b) on and from March 31, 2022 up to (but excluding) March 31, 2023: (A) minimum 70% (seventy per cent.) of the Total Leaseable Area of the Mortgaged Properties of SVEPL are leased; and (B) such leases as specified under sub-paragraph (A) hereinabove at minimum Guaranteed Lease Rentals of INR 3,50,00,000 (Indian Rupees Three Crore and Fifty Lakhs only) per Financial Quarter (excluding Common Area Maintenance Charges), and in each case such leases are thereafter maintained; and
- (c) on and from March 31, 2023 up to the expiry of the Final Settlement Date: (A) minimum 80% (eighty per cent.) of the Total Leaseable Area of the Mortgaged Properties of SVEPL are leased; and (B) such leases as specified under sub-paragraph (A) hereinabove at minimum Guaranteed Lease Rentals INR 4,00,00,000 (Indian Rupees Four Crore only) per Financial Quarter (excluding Common Area Maintenance Charges), and in each case such

leases are thereafter maintained.

For the avoidance of doubt, it is clarified that, Guaranteed Lease Rentals taken into account for the purposes of testing the Financial Covenants set out under Part D of this Schedule V on the Testing Date for the relevant Financial Quarter shall not be carried forward and taken into account for the purposes of testing the Financial Covenants set out under this Part D of Schedule V on the Testing Date for any succeeding Financial Quarter.

**(iii) Financial Testing**

- (a) The Financial Covenants set out in paragraph (ii) of this Part D of this Schedule V shall be tested on each Testing Date, with the first Testing Date being September 30, 2021.
- (b) The Issuer shall ensure that SVEPL shall supply to the Trustee, on each Testing Date, a compliance certificate in a form and manner acceptable to the Trustee setting out computations as to compliance by SVEPL with the Financial Covenants set out under paragraph (ii) of Part D of this Schedule V as at that Testing Date, along with the Escrow Account statements for the relevant Financial Quarter.
- (c) Each compliance certificate delivered pursuant to paragraph (iii) (b) above shall be signed by an independent chartered accountant of SVEPL.

## SCHEDULE VI

### EXISTING DEBT AND EXISTING LENDERS

#### Part A – Existing Issuer Debt

##### Unsecured Debt: Intercompany Deposit (ICD)

S.no	Name of Company which has given ICD	Amount outstanding as on May 31, 2021 (in Crores)
1	Shapoorji Pallonji & Co. Pvt. Ltd.	340.69
2	Make Home Realty & Construction Pvt Ltd	0.10
3	Manjri Developers Pvt Ltd	0.02
4	Galina Consultancy Service Pvt. Ltd.	5.84
5	Manjri Horse Breeders Farm Pvt Ltd	54.50
6	Bengal Shapoorji Housing Development Pvt. LTd.	5.14
7	Steppe Developers Private Limited	23.62
	<b>Total</b>	<b>429.92</b>

#### Part B – Existing HPL Debt

##### a) Secured Debt:

Sr. No.	Name of Bank/Financial Institution (“Existing HPL Lenders”)	Nature of Facility	Sanctioned Amount (in crores)	Details of the assets charged in favour of Existing HPL Lender	Outstanding Amount (in crores) as on May 31, 2021
1	Aditya Birla Finance Limited	Term loan	Rs 125 Crores	Mortgage over land bearing Survey no 216/1A (Part) measuring 67079.93 Sq. meters or thereabout situate, lying and being at village Fursungi, Taluka Havelli, District Pune.	Rs 105.70 Crores

##### b) Unsecured Debt: (i) Non-Convertible Debentures (NCDs) :NA

##### (ii) Intercompany Deposit (ICD) -

S. No	Name of Company which has given ICD	Amount outstanding as on May 31, 2021 (in Crores)
1	Suvita Real Estates Pvt. Ltd.	25.02
2	Floreat Investments Pvt. Ltd.	1.19
3	Shapoorji Pallonji Development Managers Pvt Ltd.	0.38
4	Devine Realty and Constructions Pvt. Ltd.	0.04
5	Relationship Properties Pvt. Ltd.	1.12
6	Bengal Shapoorji Housing Development Pvt. Ltd.	3.32
7	Shapoorji Pallonji Construction Pvt. Ltd.	1.73
8	Highstreet Developers Pvt Ltd	0.58
9	Phenomenon developers Private Ltd.	1.40
10	Highpoint Properties Private Limited	2.89
11	Galina Consultancy Service Private Limited	0.13
12	Nuevo Consultancy Service Pvt. Ltd.	0.02
13	Shapoorji Pallonji & Co. Pvt.	0.27
	<b>Total</b>	<b>38.06</b>

### Part C – Existing SVEPL Debt

#### a) Secured Debt

Sr. No.	Name of Bank/Financial Institution (“Existing SVEPL Lenders”)	Nature of Facility	Sanctioned Amount (in crores)	Details of the assets charged in favour of Existing SVEPL Lender	Outstanding Amount (in crores) as on May 31, 2021
1.	BlackRock Asia-Pacific Private Credit Opp. Fund II (SG) VCC, IDBI Trusteeship Services Ltd (Debenture Trustee)	Unrated, unlisted, secured, redeemable, Non Convertible Debentures	Rs 140 Crores	<p>(a) First ranking mortgage to be created by SVEPL over the Mortgaged Properties of SVEPL as set out under Part B of Schedule IX (<i>Details of Mortgaged Properties</i>);</p> <p>(b) First ranking mortgage by HPL over the Mortgaged Properties of HPL as set out under Part B of Schedule IX (<i>Details of Mortgaged Properties</i>);</p> <p>(iii) First ranking pledge by SPCPL over 100% shares of the issued and paid up equity share capital of SVEPL;</p> <p>(iii) First ranking charge by the Issuer over the Hypothecated Property of the Issuer; and</p> <p>(iv) First ranking charge by SVEPL over (i) Receivables of SVEPL; (ii) all bank account of SVEPL including the Escrow Account of SVEPL and monies lying under such bank accounts; and (ii) all Insurance Contracts of SVEPL and Insurance Proceeds received by SVEPL.</p>	Rs 140 Crores



**b) Unsecured Debt: (i) Non-Convertible Debentures (NCDs)**

S. No	Name of Debenture Holders	No. of non-convertible debenture of face value of Rs 10 lacs each	Total debt amount outstanding as on May 31, 2021 (in Crores)
1.	Shapoorji Pallonji and Company Private limited	830	Rs 83 crores
2	Shapoorji Pallonji Development Managers Private Ltd	312	Rs 31.2 Crores
3	SPS Finquest Ltd	4	Rs 0.40 Crores
	Total	1146	Rs 114.60 Crores

**(ii) Intercompany Deposit (ICD)**

S. No	Name of Company which has given ICD	Amount outstanding as on May 31, 2021 (in Crores)
1	Skyscape Developers Pvt. Ltd.	19.70
2	Supra Warehousing Private Limited	0.26
3	Mileage Properties Pvt. Ltd	1.32
4	Shapoorji Pallonji Construction Pvt. Ltd.	2.30
5	Highpoint Properties Private Limited	9.20
6	Nuevo Consultancy Service Pvt. Ltd.	1.01
7	Kolland Developers Private Limited	0.15
8	Bengal Shapoorji Housing Development Pvt. Ltd.	40.91
9	Shapoorji Pallonji & Co. Pvt. Ltd.	25.00
10	Highstreet Developers Pvt Ltd.	10.99
11	Phenomenon Developers Pvt Ltd	3.00

12	Galina Consultancy Service Pvt. Ltd.	0.55
	<b>Total</b>	<b>114.40</b>

### PART D – Existing PREPL Debt

**Existing PREPL Debt in relation to PREPL Vicinia Project as on May 31, 2021**

**Rs.in crs**

<b>Secured</b>	
Yes Bank Limited	98.6
<b>Total Secured Loan</b>	<b>98.6</b>

**Details of the assets charged in favour of Existing PREPL Lenders to secure the Existing PREPL Debt in relation to PREPL Vicinia Project:**

<b>Sr. No.</b>	<b>Name of Bank/Financial Institution (“Existing PREPL Lenders”)</b>	<b>Nature of Facility</b>	<b>Sanctioned Amount (in crores)</b>	<b>Details of the assets charged in favour of Existing PREPL Lender</b>	<b>Outstanding Amount (in crores) as on May 31, 2021</b>
1.	Yes Bank Ltd	Term Loan	225	Exclusive charge through registered mortgage over PREPL rights, interest and share in the PREPL Vicinia Project located in Chandivali, Mumbai including FSI, Saleable Area, receivables, and cash flow (present & future).	98.60

## SCHEDULE VII

### CP COMPLETION NOTICE

*[On the letterhead of the Issuer]*

[●], 2021

To,

**IDBI Trusteeship Services Limited**  
Asian Building, Ground Floor, 17, R.  
Kamani Marg, Ballard Estate,  
Mumbai, Maharashtra – 400 001

Dear Sirs,

**Re: Debenture Trust Deed dated [●], 2021 (“Deed”), executed between Meriland Estates Private Limited and IDBI Trusteeship Services Limited**

1. All capitalized terms used herein and not defined, will have the same meaning as set out in the Deed.
2. Pursuant to the Deed, we hereby certify and confirm that the Conditions Precedent listed in Schedule II (*Conditions Precedent*) of the Deed have been complied with and completed.
3. The documentary proof/supporting evidences to the effect that the aforementioned conditions have been satisfied, is enclosed herein.

Yours truly,

**MERILAND ESTATES PRIVATE LIMITED**

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[name], [designation]

**SCHEDULE VIII****SCHEDULED REDEMPTION DATES**

<b>Sr. No</b>	<b>Scheduled Redemption Date</b>	<b>Scheduled Redemption Amount</b>
1.	Date falling after 24 (twenty-four) months from the SVEPL Deemed Date of Allotment	INR 20,00,00,000 together with accrued but unpaid Accrued Premium, the Default Interest (if any) and all other amounts (including other costs, fees, charges, expenses and indemnified amounts payable by the Issuer) payable by the Issuer under the Transaction Documents or otherwise in respect of that Debenture on such Scheduled Redemption Date.
2.	Final Redemption Date	INR 60,00,00,000 together with accrued but unpaid Accrued Premium, the Default Interest (if any) and all other amounts (including other costs, fees, charges, expenses and indemnified amounts payable by the Issuer) payable by the Issuer under the Transaction Documents or otherwise in respect of that Debenture on Final Redemption Date.

## SCHEDULE IX

### DETAILS OF MORTGAGED PROPERTIES

#### Part A: Mortgaged Properties of HPL

All that piece and parcel of land bearing (i) Survey No.73A/2C(part) and Survey No.73B(part) admeasuring in the aggregate 22,295.41 square metres both situate, lying and being at Village Manjri Budruk, Taluka Haveli, District Pune; and (ii) Survey No.217/1A/12(part) admeasuring 32,447square metres or thereabouts situate, lying and being at Village Fursungi, Taluka Haveli, District Pune (“**Land**”) along with the entire development potential, Floor Space Index (FSI) and all other benefits arising from the Larger Property to be consumed thereon.

For the purpose of this Schedule (i) “**Floor Space Index (FSI)**” shall mean entire development potential, FSI and all other benefits economic or otherwise arising from (i) the Larger Property including the Land; and (ii) the footprint of the portions of Survey No.73A/2C(part) and Survey No.73B(part), admeasuring in the aggregate 217.174 square meters or thereabouts; to be consumed on the said Land; (ii) “**Larger Property**” shall mean (i) Survey No.73A/2C(part) and Survey No.73B(part) admeasuring in the aggregate 22,512.58 square metres both situate, lying and being at Village Manjri Budruk, Taluka Haveli, District Pune; and (ii) Survey No.217/1A/12(part) admeasuring 32,447square metres or thereabouts situate, lying and being at Village Fursungi, Taluka Haveli, District Pune.

#### Part B: Mortgaged Properties of SVEPL

Land admeasuring 5.13 acres (20,760.37 square meters) in aggregate, along with the buildings constructed thereon, situated at Plot No. A-40A, Industrial Focal Point, Industrial Area, Phase VIII Extension, SAS Nagar, Mohali, Punjab, held by SVEPL on a freehold and leasehold basis in the following manner:

- (a) land admeasuring 4 acres (16,187.4 square meters), held on a freehold basis by SVEPL, bearing Block No. F-2, along with the ‘SP Infocity IT Campus’ having built up area of 2,52,869 square feet / 23,492.29 square meters with consumed F.A.R. of 2,50,878.48 square feet / 23,307.374 square meters, bounded as under:

On the East	Block F-7, Plot No. A-40A
On the West	Plot No. A-45 across 30.5 meter wide road
On the South	Sun Pharma Factory across 24 meter wide road
On the North	Block F-3, Plot No. A-40A

- (b) land admeasuring 1.13 acres (4572.95 square meters), held on a leasehold basis by SVEPL, bearing Block No. F-7, along with the SEZ building having covered area of 4,23,987.84 square feet / 39,389.76 square meters with consumed F.A.R. of 2,71,131.60 square feet / 25,188.95 square meters.

On the East	East Boundary of Plot No. A-40A;
On the West	Block-F-2, Plot No. A-40A
On the South	Sun Pharma Factory across 24 meter wide road
On the North	Block F-3, Plot No. A-40A

**SCHEDULE X**  
**NEGATIVE LIST OF PERSONS**

- (a) All entities forming part of:
1. Tata Group
  2. Piramal Group; and
  3. Larsen and Toubro Group.
- (b) Individuals holding the Debentures of an aggregate Nominal Value of less than INR 25 Crores.

**SCHEDULE XI**  
**COMPLIANCE CERTIFICATE**

To,

IDBI Trusteeship Services Limited (“**Debenture Trustee**”)  
Asian Building, Ground Floor, 17, R.  
Kamani Marg, Ballard Estate,  
Mumbai, Maharashtra – 400 001

**Attention:** Mr. Ashish Naik

**Re: Compliance Certification pursuant to the debenture trust deed [●], 2021,  
between Meriland Estates Private Limited (the “Issuer”) and IDBI  
Trusteeship Services Limited (in its capacity as Debenture Trustee)  
(“Debenture Trust Deed”)**

1. This has reference to the Debenture Trustee Deed executed between the Issuer and the Debenture Trustee.
2. Based on our review of the most recent audited financial statements provided to us by the Issuer, we certify that as of [*insert the relevant Financial Covenants Testing Date*] the Issuer is in compliance with the financial covenants set out in Part D (*Financial Covenants*) of Schedule V (*Covenants*) of the Debenture Trust Deed and other Transaction Documents.
3. Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Debenture Trust Deed.

For [●]  
Chartered Accountants  
Firm Registration Number: [●]  
Name: [●]  
Designation: [●]  
Membership Number: [●]  
Place : [●]  
Date : [●]



**SCHEDULE XII**  
**LESSEES AND LEASE AGREEMENTS**

S. No.	Name of the Lessee	Lease Agreement details (parties and date of the agreement)	Area leased (Sq. feet)	Building name and address of the leased property	Final termination date (including optional renewal term)	Lease rentals per month (INR)	CAM charges per sq. ft./ per month (INR)	Next rent escalation date
1	CRM Services India Private Limited	SVEPL & CRM Services India Private Limited  Lease Commencement Date: 01-07- 2018 Lease agreement dated September 7, 2018	2,00,000  Phase 1: 1,00,000 Phase 2: 61,800 Phase 3: 38,200	Ground + 3 (three) Floors  SP Infocity IT Campus Mohali	30-06-2023  (5 year renewal option to the lessee)	60,00,000/-  Phase 1: 30,00,000 Phase2: 18,54,000 Phase 3: 11,46,000	0	Phase 1: 01-07-2021  Phase 2: 01-09-2021  Phase 3: 10-01-2022

S. No.	Name of the Lessee	Lease Agreement details (parties and date of the agreement)	Area leased (Sq. feet)	Building name and address of the leased property	Final termination date (including optional renewal term)	Lease rentals per month (INR)	CAM charges per sq. ft./ per month (INR)	Next rent escalation date
2.	Paraxel India International Private Limited	SVEPL & Paraxel India International Private Limited  Lease Commencement Date: 16-05-2016  Lease deed dated September 15, 2016 and registered on September 15, 2016	48110	3 <sup>rd</sup> and 4 <sup>th</sup> Floor, SP Infocity SEZ Mohali	15-05-2021 (5 year renewal option to the lessee)	16,59,795/-	10.89	16-05-2022
3	Paraxel India International Private Limited	SVEPL & Paraxel India	24808	5th Floor, SP Infocity SEZ Mohali	09-07-2023 (5 year renewal option to the	7,93,856/-	10.89	10-07-2021

S. No.	Name of the Lessee	Lease Agreement details (parties and date of the agreement)	Area leased (Sq. feet)	Building name and address of the leased property	Final termination date (including optional renewal term)	Lease rentals per month (INR)	CAM charges per sq. ft./ per month (INR)	Next rent escalation date
		International Private Limited  Lease Commencement Date: 10-07-2018  Lease agreement dated June 3, 2019			lessee)			
4	Paraxel India International Private Limited	SVEPL &  Paraxel India International Private Limited  Lease Commencement	24808	6 <sup>th</sup> Floor, SP Infocity SEZ Mohali	19-01-2025(5 year renewal option to the lessee)	7,93,856/-	10.89	20-01-2023

S. No.	Name of the Lessee	Lease Agreement details (parties and date of the agreement)	Area leased (Sq. feet)	Building name and address of the leased property	Final termination date (including optional renewal term)	Lease rentals per month (INR)	CAM charges per sq. ft./ per month (INR)	Next rent escalation date
		Date: 20-01-2020  Lease agreement dated June 3, 2019						
5	Escalon Business Services Private Limited	SVEPL & Escalon Business Services Private Limited  Lease Commencement Date: 20-08-2018  Lease agreement dated October 29, 2018	11,200	Part of 2 <sup>nd</sup> Floor, SP Infocity SEZ Mohali	19-08-2023(5 year renewal option to the lessee)	3,92,000/-	10.89	20-08-2021

S. No.	Name of the Lessee	Lease Agreement details (parties and date of the agreement)	Area leased (Sq. feet)	Building name and address of the leased property	Final termination date (including optional renewal term)	Lease rentals per month (INR)	CAM charges per sq. ft./ per month (INR)	Next rent escalation date
6	Escalon Business Services Private Limited	<p>SVEPL &amp; Escalon Business Services Private Limited</p> <p>Lease Commencement Date: 01-10-2019</p> <p>Lease agreement is undated</p>	9380	Part of 2 <sup>nd</sup> Floor, SP Infocity SEZ Mohali	19-08-2023(5 year renewal option to the lessee)	3,28,300/-	10.89	01-10-2022

## SCHEDULE XIII

### PROVISIONS PRESCRIBED UNDER FORM NO. SH-12

#### 1. DESCRIPTION OF DEBENTURE ISSUE:

(a) **Purpose of raising finance through the debenture issue:**

Please refer to Clause 2.4 (*Purpose*) of this Deed.

(b) **Details of debenture issue as regards amount, tenure, interest/coupon rate, periodicity of payment:**

1. Amount: Please refer to definition of “Debentures”, Clauses 2.1 (*Issue of the Debentures*) and 2.3 (*Nature and Form of the Debentures*) of this Deed.
2. Tenure: Please refer to Clause 2.6(a) (*Scheduled Redemption*) and Schedule VIII (*Scheduled Redemption Dates*) of this Deed.
3. Interest/coupon rate and periodicity of payment: Please refer to definition of “Cash Coupon Rate”, “Cash Amount”, “Accrued Premium”, “Accrued Premium Rate”, Clause 2.7 (*Cash Amount and Accrued Premium*) and Clause 2.8 (*Coupon Period*) of this Deed.

(c) **Mode of payment and period of redemption:**

Please refer to Clause 2.6 (*Redemption of the Debentures*), Clause 2.11 (*Payments*) and Schedule VIII (*Scheduled Redemption Dates*) of this Deed.

(d) **An undertaking by the company to pay the interest and principal amount of such debentures to the Debenture holders as and when it becomes due, as per the terms of offer:**

Please refer to Clause 2.5 (*Covenant to Pay Redemption Amounts*), Clause 2.7 (*Cash Amount and Accrued Premium*) and Clause 2.8 (*Coupon Period*) of this Deed.

(e) **The terms of conversion/redemption of the debentures in terms of the issue to the debenture holders:**

Please refer to Clause 2.6 (*Redemption of the Debentures*) of this Deed.

(f) **Options available, and debt equity ratio and debt service coverage ratio, if applicable:**

Not applicable.

**2. DETAILS OF CHARGE CREATED (in case of secured debentures):**

**(a) Nature of charge created and examination of title:**

Please refer to Clause 3.1 (*Security*) of this Deed.

**(b) Rank of charge created viz. first, second, pari passu, residual, etc:**

Please refer to Clause 3.1 (*Security*) and paragraph 24 (*Security*) of Schedule IV (*Representations and Warranties*) of this Deed.

**(c) Minimum security cover required;**

Please refer to Clause 3.1 (*Security*), paragraph 24 (*Security*) of Schedule IV (*Representations and Warranties*), and paragraphs 10(b) of Part A (*General Undertakings*) of Schedule V (*Covenants*), Part C (*LTV Ratio*) of Schedule V (*Covenants*) this Deed.

**(d) Complete details of the asset(s) on which charge is created such as description, nature, title:**

Please refer to Clause 3.1 (*Security*) and definition of “Hypothecated Property” and “Mortgaged Property” provided under Clause 1.1 (*Definitions and Interpretations*) of this Deed.

**(e) Location, value, basis of valuation etc.:**

Please refer Clause 3.1(c)(*Valuation and LTV Ratio*) and Part C (*LTV Ratio*) of Schedule V (*Covenants*) and Schedule IX (*Details of Mortgaged Properties*) of this Deed.

**(f) Methods and mode of preservation of assets charged as security for the debentures:**

Please see Clause 3.2 (*Other Provisions*) of this Deed.

**(g) Other particulars of the charge, e.g., time period of charge, rate of interest, name of the charge holder:**

Please refer to Clause 3.1 (*Security*), Clause 3.2 (*Other Provisions*) and paragraph 12 of Schedule II (*Conditions Precedent*) and paragraphs 6, 7, 14 and 24 of Schedule III (*Conditions Subsequent*) of this Deed.

**(h) Provision for subsequent valuation:**

Please refer to Clause 3.1(c) (*Security Cover*) of this Deed.

- (i) **Procedure for allowing inspection of charged assets and book of accounts by debenture trustee or any person or person authorized by it:**

Please refer to paragraph 31 (*Power and Right of Trustee to Inspect*) of Part A (*General Undertakings*) and paragraph 8 (*Access*) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (j) **Charging of future assets:**

Please refer to Clause 3.1 (*Security*) and paragraph 2 of Part C (*LTV Ratio*) of Schedule V (*Covenants*) of this Deed.

- (k) **Time limit within which the future security for the issue of debentures shall be created:**

Please refer to Clause 3.1 (*Security*) and paragraph 2 of Part C (*LTV Ratio*) of Schedule V (*Covenants*) of this Deed.

- (l) **Circumstances specifying when the security may be disposed of or leased out with the approval of trustees:**

Please refer to paragraph 5 (*Negative pledge*) and paragraph 6 (*Disposal*) of Part A (*General Undertakings*) of Schedule V (*Covenants*) and definition of “Mandatory Redemption Event”, “Disposal” and Clause 2.6(c)(iv) of this Deed.

- (m) **Enforceability of securities, events under which security becomes enforceable:**

Please refer to Clause 7 (*Events of Default and Remedies*) of this Deed.

- (n) **Obligation of company not to create further charge or encumbrance of the trust property without prior approval of the trustee:**

Please refer to paragraph 5 (*Negative pledge*) and paragraph 6 (*Disposal*) of Part A (*General Undertakings*) of Schedule V (*Covenants*) of this Deed.

**3. PARTICULARS OF THE APPOINTMENT OF DEBENTURE TRUSTEE(S):**

- (a) **The conditions and procedure for the appointment of the debenture trustee:**

Please refer to Clause 2.2 (*Settlement of Trust*) of this Deed.

- (b) **Procedure for resignation by trustee including appointment of new trustees:**



Please refer to Clause 9.2(a) (*Resignation*) and 9.2(c) (*Successor Trustee as the Trustee*) of this Deed.

- (c) **Provision that the debenture trustee shall not relinquish his office until another debenture trustee has been appointed:**

Please refer to Clause 9.2(a) (*Resignation*) of this Deed.

- (d) **Procedure to remove debenture trustee by debenture holders providing for removal on a resolution passed by the holders of not less than three fourth in value of debentures:**

Please see Clause 9.2(b) (*Removal*) of this Deed.

- (e) **Fees or commission or other legal travelling and other expenses payable to the trustee(s) for their services:**

Please refer to Clause 9.3 (*Remuneration of the Trustee*) of this Deed.

- (f) **Rights of the trustee including the right to inspect the registers of the company and to take copies and extract thereof and the right to appoint a nominee director:**

Please refer to Clauses 9.1 (*General Rights, Powers and Discretions*), Clause 9.5 (*Other rights of the Trustee*) read with Clauses 8 (*Appointment and Powers of the Nominee Director*), Clause 2.15(a) (*Register of Debenture Holders*), paragraph 31 (*Power and Right of Trustee to Inspect*) of Part A (*General Undertakings*) and paragraph 8 (*Access*) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (g) **Duties of the trustee:**

Please refer to Clause 9.9 (*Covenants and duties of the Trustee*) of this Deed.

#### 4. EVENTS OF DEFAULTS

- (a) **Events under which the security becomes enforceable which shall include the following events:**

- (i) **When the company makes two consecutive defaults in the payment of any interest which ought to have been paid in accordance with the terms of the issue:**

Please refer to Clause 7.1(a) (*Non-payment*) of this Deed.

- (ii) **When the company without the consent of debenture holders ceases to carry on its business or gives notice of its intention to do so:**

Please refer to Clause 7.1(n) (*Cessation of Business*) of this Deed.

- (iii) **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:**

Please refer to Clause 7.1(g) (*Insolvency*) and Clause 7.1(h) (*Insolvency Proceedings*) of this Deed.

- (iv) **When any breach of the terms of the prospectus inviting the subscriptions of debentures or of the covenants of this deed is committed:**

Please refer to Clause 7.1(d) (*Other obligations*) of this Deed.

- (v) **When the company creates or attempts to create any charge on the mortgaged premises or any part thereof without the prior approval of the trustees/debenture holders:**

Please refer to Clause 7.1(d) (*Other obligations*) and Clause 7.1(p) (*Security*) of this Deed.

- (vi) **When in the opinion of the trustees the security of debenture holders is in jeopardy:**

Please refer to Clause 7.1(i)(p) (*Security*) of this Deed.

- (b) **Steps which shall be taken by the debenture trustee in the event of defaults:**

Please refer to Clauses 7.2 (*Consequences of Event of Default*) and 7.3 (*Right to disclose and publish the names of the Obligors and its directors as defaulters*) of this Deed.

- (c) **Circumstances specifying when the security may be disposed off or leased out with the approval of trustees:**

Please refer to paragraph 5 (*Negative pledge*) and paragraph 6 (*Disposal*) of Part A (*General Undertakings*) of Schedule V (*Covenants*) and definition of “Mandatory Redemption Event”, “Disposal” and Clause 2.6(c)(iv) of this Deed.

- (d) **A covenant that the company may hold and enjoy all the mortgaged premises and carry on therein and therewith the business until the security constituted becomes enforceable:**

Not applicable.

## **5. OBLIGATIONS OF COMPANY:**

**This section shall state the company's duty with respect to:**

- (a) **maintaining a register of debenture holders including addresses of the debenture holders, record of subsequent transfers and changes of ownership:**

Please refer to Clause 2.15 (*Register of Debenture Holders*) of this Deed.

- (b) **keeping proper books of accounts open for inspection by debenture trustee:**

Please refer to paragraph 31 (*Power and Right of Trustee to Inspect*) of Part A (*General Undertakings*) and paragraph 8 (*Access*) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (c) **permitting the debenture trustee to enter the debentureholder's premises and inspect the state and condition of charged assets:**

Please refer to paragraph 31 (*Power and Right of Trustee to Inspect*) of Part A (*General Undertakings*) and paragraph 8 (*Access*) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (d) **furnishing information required by the debenture trustee for the effective discharge of its duties and obligations, including copies of reports, balance sheets, profit and loss account etc. :**

Please refer to Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (e) **keeping charged property/security adequately insured and in proper condition:**

Please refer to paragraph 33 (*Insurance*) of Part A (*General Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (f) **paying all taxes, cesses, insurance premium with respect to charged property/security, on time:**

Please refer to paragraphs 2.12(b) (*Other payments and reimbursement of expenses*) of this Deed.

- (g) **not declaring any dividend to the shareholders in any year until the company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the debentures:**

Please refer to paragraph 1 (*Dividends*) of Schedule VI, Part B (*Issuer's Negative Covenants*) of this Deed.

- (h) **creating the debenture redemption reserve:**

Please refer to Clause 2.17 (*Debenture Redemption Reserve*) of this Deed.

- (i) **converting the debentures into equity in accordance with the terms of the issue, if applicable:**

Not applicable.

- (j) **informing the debenture trustee about any change in nature and conduct of business by the company before such change:**

Please refer to paragraph 4(e) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (k) **informing the debenture trustee of any significant changes in the composition of its Board of Directors:**

Please refer to paragraph 4(h) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (l) **informing the debenture trustee of any amalgamation, merger or reconstruction scheme proposed by the company:**

Please refer to paragraph 4(i) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (m) **keeping the debenture trustee informed of all orders, directions, notices, of court/tribunal affecting or likely to affect the charged assets:**

Please refer to paragraph 4(j) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (n) **not creating further charge or encumbrance over the trust property without the approval of the trustee:**

Please refer to paragraph 5 (*Negative pledge*) and paragraph 6 (*Disposal*) of Part A (*General Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (o) **obligation of the company to forward periodical reports to debenture trustees containing the following particulars:**

- (i) **updated list of the names and addresses of the debenture holders:**

Please refer to paragraph 4(a)(i) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (ii) **details of interest due but unpaid and reasons thereof:**

Please refer to paragraph 4(a)(ii) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (iii) the number and nature of grievances received from debenture holders and (A) resolved by the company (B) unresolved by the company and the reasons for the same:**

Please refer to paragraph 4(a)(iii) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (iv) a statement that the assets of the company which are available by way of security are sufficient to discharge the claims of the debenture holders as and when they become due:**

Please refer to paragraph 4(a)(iv) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (p) complying with all directions/guidelines issued by a regulatory authority, with regard to the debenture issue:**

Please refer to paragraph 2 (*Compliance with Laws*) of Part A (*General Undertakings*) of Schedule V (*Covenants*) of this Deed.

- (q) submitting such information, as required by the debenture trustee:**

Please refer to paragraph 5 (*Information: miscellaneous*) of Part B (*Information Undertakings*) of Schedule V (*Covenants*) of this Deed.

## **6. MISCELLANEOUS:**

- (a) The conditions under which the provisions of the trust deed or the terms and conditions of the debentures may be modified:**

Please refer to Clause 12.4 (*Modifications*) of this Deed.

- (b) The mode of service of notices and other documents on the company, the trustee and the holders of the debentures:**

Please refer to Clause 12.2 (*Notices*) of this Deed.

- (c) The company to be responsible for paying any stamp duty on the trust deed or the debentures (if applicable):**

Please refer to Clause 9.4 (*Stamp Duty and Taxes*) of this Deed.

- (d) Provisions regarding meetings of the debenture holders:**

Please refer to Clause 10 (*Provisions for Meetings of Debenture Holders*) read with Schedule I (*Provisions For the Meetings of the Debenture Holders*) of this Deed.

**(e) Provisions for redressal of grievances of debenture holders.**

Please refer to paragraph 4(d) of Part B (*Information Undertakings*) Schedule V (*Covenants*) of this Deed.

The Issuer and the Trustee have caused this Deed and the duplicate thereof to be executed by their authorized official on the day, month and year first above written as hereinbefore appearing.

**SIGNED AND DELIVERED** by the within named )  
**MERILAND ESTATES PRIVATE LIMITED** as )  
the Issuer by the hand of )  
Mr. Rajesh Baxi )

duly authorised pursuant to the resolution passed at  
the meeting of its Board of Directors held on June  
16, 2021.



SIGNED AND DELIVERED by the within named )  
IDBI TRUSTEESHIP SERVICES LIMITED, as )  
the Trustee, by the hand of its authorized official )  
Niharilok Shinde - Dey )



AUTHORISED SIGNA